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The Solicitors' Journal

[ESTABLISHED 1857.] [REGISTERED AS A NEWSPAPER.]

VOL. LXXVI. No. 7 [PAGES 101 TO 116]. Saturday, February 13, 1932. PUBLISHED WEEKLY. PRICE ONE SHILLING.

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The Solicitors' Journal

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Current Topics.

Juries and New Trials.

WE HAVE travelled a long way from the days when the view was entertained that trial by jury was the most perfect method of deciding complicated questions of fact or liability. Sir WALTER SCOTT, who was strongly opposed to the introduction into Scotland of trial by jury in civil actions, said that he could never understand how a scratch collection of jurymen should constitute a better tribunal for arriving at the truth than judges whose lives had been spent in sifting and valuing testimony. This view is in line with that taken by the Japanese commission, quoted by Lord Justice GREER last week, who some years ago visited this country to see the working of our judicial system. The case before the Court of Appeal, in which Lord Justice GREER made this reference, offered a conspicuous example of the drawbacks which occasionally attend trial by jury. The verdict actually found, and which was set aside by the Court of Appeal, was, in the opinion of the trial judge, very unsatisfactory, and he so said, but, of course, he had no alternative but to enter judgment in accordance with the verdict, however wrong he considered it to be. As has been said, the Court of Appeal agreed with the view taken by the trial judge, and ordered a new trial. In doing so, Lord Justice SCRUTTON stated that he wished he could order a new trial by a judge sitting alone, but as that was impracticable there was no alternative in the circumstances but to direct that the questions involved should be submitted to a fresh jury. It would seem that the Court of Appeal has jurisdiction to direct judgment to be entered for the party in whose favour the verdict ought to have been given instead of ordering a new trial (*Allcock* v. *Hall* [1891] 1 Q.B. 444, but obviously this is a power which will be exercised only in exceptional cases. The fact, however, that it may be exercised shows the trend of opinion away from the old notion of the ripe wisdom lodged in the twelve men in the jury box, and the reputed sacrosanctity of their verdict.

"Prams."

THE PRIMARY object of a public street is the free passage of the public, and anything which obstructs that free passage without reasonable necessity is a nuisance and may be restrained. In cases of this nature, and more often where the alleged obstruction is merely of a temporary character, the matter, of course, resolves itself into a question of degree. A brewer's wagon occupying a part of a street for an unreasonable time while putting beer into a publican's cellar; a distributor of hand-bills who thus collected a crowd round him, and other similar cases are apt illustrations of temporary nuisances which have been restrained. In *Reg.* v. *Mathias* (1861), 2 F. & F. 570, it was said that the use of a public footway included that of a perambulator as a usual accompaniment of a large class of foot passengers, if of a size and weight not to inconvenience other passengers. Whether in the circumstances the use of such a vehicle is justifiable is a question of fact for the jury. This old controversy of perambulators blocking the pavement has recently cropped up again. How, asked the writer of a letter to the Mayor of Reading, can the problem of congestion of street pavements by mothers pushing perambulators be dealt with satisfactorily? The correspondent complained that a perambulator had been pushed over his foot. Although in practice there is little likelihood of women being summoned for causing obstruction with their "prams," they are not infrequently a real, if temporary, nuisance, when charging along three abreast or blocking the whole pavement while holding a sort of mothers' meeting! "No one can make a stable of the King's highway," said Lord ELLENBOROUGH in 1812 in *Rex* v. *Cross*, 3 Camp. 224—a case in which a stage coach remained in the public highway near Charing Cross for three-quarters of an hour while taking in parcels and waiting for passengers. So to-day, we presume, no one can make a combined nursery and mothers' meeting place of a crowded thoroughfare! However, a brisk "move along, please," from the man in blue, invariably suffices to disperse the gathering.

"O, be some other Name."

CONSTERNATION and dismay have been caused in Luton by a letter received by the "Luton Red Cross Band" from the Army Council, requesting the recipients to cause the words "Red Cross" to be eliminated wherever used, etc. The use of these words, says the letter, contravenes the Geneva Convention Act, 1911; if the request be complied with and an assurance given, no further action will be taken. To be quite accurate, it is the use of the words without the authority of the Army Council themselves which constitutes the contravention, and that body could not proceed to any effective further action without the consent of the Attorney-General. But the plea that the band has borne the offending name for forty years, and was not a party to the Second Geneva Convention, would be useless; nor would the fact that no hostile forces were misled in the Great War or any other war afford a defence. We understand that a competition is to be organised for the purpose of selecting a new name. In this connexion we may note that the prohibition contained in the Geneva Convention Act, 1911, unlike that of the "Anzac" (Restriction on Trade Use of Word) Act, 1916, does not extend to "any word closely resembling." So the case might be met by substituting for "red" a word similar in meaning and/or similar in sound, e.g., "scarlet" or "vermilion"; and without any great aspiration towards success in the said competition, perhaps we may be allowed to suggest as a new title "The Lurid Cross Band."

Workmen's Compensation Claims.

SOME SURPRISING statistics are contained in a return recently published by the Home Office on workmen's compensation during 1930. The figures are derived from returns received from 133,402 employers in the seven principal industries of shipping, factories, railways, docks, mines, quarries and constructional work. The total number of "workmen" employed in these industries in 1930 within the meaning of the Workmen's Compensation Act, 1925, was 7,181,516. Except for 1926, the year of the general strike, the figures had not been so low since 1920, when they were 8,348,150. When all expenses were deducted, the total charge for workmen's compensation in 1930 is estimated to have been over £12,000,000. The most astonishing feature of the return, however, is the finding that of all the claims that were made for compensation during 1930 the number of claims subject to litigation was less than 2 per cent. of the total number of claims made. The figure is remarkably low, and some lawyers will no doubt be inclined to regard it mournfully as a sign of the ever decreasing volume of litigation. The moral to be drawn depends to a great extent on one's point of view, and a practitioner with a busy workmen's compensation practice may point to the return triumphantly as vindicating the usefulness of the solicitor in settling disputes and cutting down costs. The late Lord Justice ROMER, in *Smith* v. *Coles* [1905] 2 K.B., at pp. 830, 831, said: "It ought to be remembered that the Workmen's Compensation Acts are expressed not in technical but in popular language, and ought to be construed not in a technical but in a popular sense." In spite of that and earlier warnings, a luxuriant crop of litigation followed the passing of the first Workmen's Compensation Acts, and even to-day compensation cases take a prominent place in the busy lawyer's practice. Indeed, in a recent well-known text-book on the subject, there appears reference to something in the neighbourhood of 2,500 cases. Undoubtedly, workmen's compensation is not what it was, but neither is any other class of litigation in these lean times.

A Reserved Judgment of Paris.

THE CONSEIL DE PRUD'HOMMES, a Paris tribunal which holds master and servant arbitrations, has been called upon to decide an awkward question of fact. The parties are nine German ballet-dancers and a producer who had engaged them but who purported to cancel the contract when they arrived, on the ground of their alleged ugliness. The arbitrators have adjourned the case for witnesses to be called, and have been accused of cowardice in declining to express their own opinions. For our part, we are inclined to congratulate the tribunal on not dismissing the claim on the ground that the alleged implied warranty was unenforceable for vagueness. Our own House of Lords, agreeing with the Scottish courts, has held that a covenant "not to erect any building of an unseemly description" was too vague to be given effect to (*Murray* v. *Dunn* [1907] A.C. 283). For cases in which personal beauty was concerned, we have searched in vain. True, HENRY VIII expressed his opinion of ANNE OF CLEVES' looks in very outspoken terms when that lady arrived from Germany, but he had been misled by the art of a third party, HOLBEIN, and he did not repudiate his contract but performed it, for what it was worth. But perhaps the strongest reason why we should not criticise the line taken by the CONSEIL is that our own justiciary took the lead in referring matters of delicacy to experts long ago. "Bracton's Note Book" suggests that the difficulty of deciding whether a claimant had or had not attained his majority contributed to the development of the jury system, the jurors being originally expert witnesses; and it is on record that CAVENDISH, C.J., called upon to decide a lady's age, flatly refused the task, declaring as follows: "Il n'ad nul homme en Englet' que luy adjudge a droit deins age ou de plein age, car ascun femes que sont de age de XXX. ans, voile apper d'age de xviii. ans." (Year Book, 50 Ed. III, 6, 12.)

Criminal Law and Practice.

PEREMPTORY CHALLENGE OF JURORS.—It is, of course, well known that a person indicted for felony has a right to challenge peremptorily any juror called up to the total of twenty (Juries Act, 1825, s. 29). Fortunately, the right is not extensively used. If by reason of challenges the number of available jurors is reduced below twelve, a *tales* may be prayed by the Crown, i.e., "a supply of one or more such persons present in court as are equal in reputation to those that were impanelled in order to make up a full jury" (a definition taken from "Tomlin's Law Dictionary," 1810). Some doubt has been expressed as to whether the court has power to award a *tales* without a warrant from the Attorney-General ("Archbold's Criminal Pleadings," p. 207). There is no doubt, however, as to the power of a judge at assizes, or justices at Quarter Sessions, to order the return of a new jury *instanter* (Juries Act, 1825, s. 20).

At the last Quarter Sessions for the County of Suffolk, the court found itself in a quandary. Several persons were indicted for receiving stolen goods, and the court had ordered the trial of each to take place separately. On the second day of the sessions counsel for one of the accused thought it unwise to allow his client to be tried by the same jury, which had already tried another alleged receiver and exercised his right of challenge. It happened that there was not another complete jury in attendance, and the under-sheriff was thereupon instructed by the court to impanel forthwith a sufficient number to make up the required twelve. The under-sheriff, according to the report in a local paper, proceeded to cause the bodies of persons in the vicinity of the court to be "seized upon," and the said persons brought into court, where they were examined by the clerk of the peace as to their qualifications. In the end it was still found that there were only nine persons, including uncalled jurors on the original panel, qualified to serve, and the court therefore, acting under the power given by the Criminal Jurisdiction Act, 1925, s. 14 (2), ordered the trial to take place at the forthcoming Assizes, where, by the way, the accused was acquitted.

It is believed that in such cases, as well as in the case of a *tales* prayed in a civil action under s. 37 of the Juries Act, 1825, it is not usual to inquire into the question of residence or qualification, and that, unless the accused raises an objection (which it is considered he can lawfully do) to an unqualified person acting, he cannot challenge his conviction, if a jury partly composed of unqualified persons should find him guilty.

Moreover it is considered clear that since the passing of the Juries Act, 1870, which by s. 20 provides that no juror shall be liable to any penalty for non-attendance on any jury, unless he has been served with a summons six days before the day in which he is required to attend, no person can be *compelled* to serve either as one of a *tales*, or of a panel ordered to be returned *instanter*. Section 4 of the last-mentioned Act expressly provides that, though the Act is to be construed as one with the Act of 1825, such parts of the latter Act "as are inconsistent with this Act are hereby repealed." Any power to compel attendance of a juror summoned *instanter* which might be implied under s. 20 of the earlier Act must, therefore, it is considered, have been taken away.

SOLICITORS' BENEVOLENT ASSOCIATION.

The monthly meeting of the Directors was held on the 10th inst. at 60, Carey-street, W.C., Mr. W. A. Coleman (Leamington) in the chair. The other directors present were: Sir A. N. Hill, Bart., Sir R. W. Poole, and Messrs. E. E. Bird, P. D. Botterell, C.B.E., E. R. Cook, C.B.E., T. S. Curtis, E. F. Dent, C. G. May, H. A. H. Newington and E. C. Ouvry. The sum of £527 was distributed in grants of relief; twenty-nine new members were admitted and other general business transacted.

A Guest's Guest at an Inn.

THE legal point raised in respect of a recent incident at a fashionable London hotel is of interest not only to restaurant proprietors and innkeepers, who are directly concerned with it, but to the public generally as givers and receivers of hospitality. The facts alleged by a young woman, who applied to a magistrate for a summons against the proprietors of the hotel for the detention of her watch, arose out of a visit by her to the hotel in question in the company of a gentleman, a comparative stranger, whose invitation to supper at this hotel, a popular one for the purpose, she had accepted. On the bill being presented, for the substantial amount of between three and four pounds, he contrived to slip out of the place, and, it appeared, silently stole away. Again according to the girl's statement, the staff of the hotel required her to pay for the food she had consumed, and, she not having sufficient money with her for that purpose, was made to leave her watch as a guarantee for payment before being allowed to leave. It is understood that, in this particular case, an amicable settlement has been made, and the watch has been restored, so no comment need be made here on the somewhat remarkable story told. The legal position of a guest taken to a meal at an hotel or restaurant, however, is one that can be considered generally. A judge might perhaps listen to evidence of custom or usage that a gentleman who takes a lady to supper at a first-class London restaurant or hotel orders the meal, and the waiter, looking to him for payment, presents him with the total bill for both. No doubt there might be discussion as to the choice of dishes or wine for the lady, and she might directly address the waiter in the course of it, but it is submitted that the position would be analogous to that of the judge who overhears and accepts statements of fact from a solicitor prompting counsel without troubling the latter to repeat it. Thus the lady might be regarded as the implied agent of her host in her order. Occasionally, of course, it is a lady's pleasure to entertain a man friend in such a way, and she will then take the lead, and the waiter will deal with her. Is then the guest in either case liable for the bill on the host's default? When such a guest takes his seat, he has certainly no intention of making a direct contract with the hotel or restaurant to pay for his meal. Any sort of argument that, by sitting down at the table he guarantees that payment shall at least be made for what he himself consumes, would be answering for his host's debt within the Statute of Frauds and met accordingly. A joint and several liability appears to be negatived by the waiter looking to the host for payment. The general usage in humbler establishments catering, for example, for the mid-day meals of business folk, might be different, and a waitress would, unless otherwise directed, take separate orders from friends entering the restaurant together, and present a ticket to each: see our note "The Bill at the Restaurant," 73 SOL. J. 574, in which comment is made on the leading case of *R.* v. *Jones* [1898] 1 Q.B. 119.

The doctrine that no one shall be allowed to profit by the fraud of another might perhaps be invoked for the plea that the guest was not entitled to a meal *gratis* at the expense of the hotel, and such a case as *Scholefield* v. *Templer* (1859), 4 De G. & J. 429, quoted in support of it. That case, however, concerned contractual relations. It could hardly be suggested that a guest in a private house was responsible to an unpaid wine merchant for the bottle he drank at dinner, and, apart from contractual relation, one who accepts hospitality at an hotel would presumably be on the same footing. If there were no contractual relation, there would be no liability. No doubt if two inpecunious persons agreed together that one should order a meal for both, each knowing that neither could pay for it, a charge of conspiracy might lie, but presumably the guest would stoutly assert his belief at the time that his friend could and would pay, and it would be very difficult to refute him.

It may be added that the position of a guest of a guest *vis-à-vis* an innkeeper is not without recent authority, for it arose and was discussed in *Wright* v. *Anderton* [1909] 1 K.B. 209, followed by GREER, J., in *Cryon* v. *Rembrandt Hotel* (1925), 41 T.LR. 287. These cases establish the proposition that the guest of the innkeeper's guest is also the guest of the innkeeper. They concerned the loss of valuables in cloak-rooms, however, and there was no sort of suggestion that such a guest is under any liability for food consumed by him, if ordered by his host.

Impecunious persons who consume costly meals and then blandly announce their inability to pay are, of course, a great nuisance to restaurants. *R.* v. *Jones, supra*, now indicates a method of dealing with them. The late Mr. SIMPSON of the Strand was reputed to have dismissed men so abusing his hospitality with hearty pressure, not of his hand, appropriately directed, but such robust methods are somewhat old-fashioned for the twentieth century.

Compensation to Landowners

In respect of Wayleaves for Electric Lines.

IT is well known that the country has been promised a cheap and abundant supply of electricity. To this end certain electricity Acts have been promulgated and various joint authorities formed. In prosecution of the schemes of electricity supply throughout various parts of the country, and with a view to effecting economies in the capital costs of distribution of the electric energy, large steel towers or pylons have been erected to carry the requisite electric lines. These disfiguring objects have provoked considerable opposition from dwellers in charming rural retreats and lovers of the beautiful. The æsthetic aspect having succumbed to the utilitarian purpose, a further contest has now arisen between landowners and the electricity undertakers as to the recompense to be afforded to the landowners for having these things thrust upon them. In this connection a case of the greatest importance has recently been decided by Mr. Justice MACNAGHTEN, viz., *West Midlands Joint Electricity Authority* v. *Pitt & Others: Minister of Transport* v. *Same* (see *The Times*, 22nd December, 1931). These were consolidated actions in which the plaintiffs claimed declarations to the effect that the Minister of Transport (as successor for the relevant purposes to the Board of Trade) in giving his consent, under s. 22 of the Electricity (Supply) Act, 1919 (9 & 10 Geo. 5, c. 100), to the placing of an electric line across any land, is entitled to give such consent subject to a term, condition or stipulation as to the monetary payment to be made by a joint electricity authority in respect of the wayleaves for such line; that the consents of the Minister to the placing of lines across lands of the defendants, subject to certain terms as to payment, were valid and binding on the defendants; and that an official arbitrator under the Acquisition of Land (Assessment of Compensation) Act, 1919 (9 & 10 Geo. 5, c. 57), had no jurisdiction to determine any question as to the compensation to be paid for such wayleaves.

It is provided by s. 22 of the Electricity (Supply) Act, 1919, as follows: "(1) A joint electricity authority or any authorised undertakers may place any electric line below ground across any land and above ground across any land other than land covered by buildings or used as a garden or pleasure ground . . . Provided that before placing any such line across any land, the joint electricity authority or undertakers shall serve on the owner and occupier of the land notice of their intention together with a description of the nature and position of the lines proposed to be so placed; and if within twenty-one days after the service of the notice the owner and occupier fail to give their consent or attach to their consent any terms or conditions or stipulations to which the joint electricity authority or the undertakers object, it shall not be lawful to place the line across that land without the

consent of the Board of Trade, and the Board of Trade may, if after giving all parties concerned an opportunity of being heard they think it just, give their consent either unconditionally or subject to such terms, conditions or stipulations as they think just . . ."

The Minister in pursuance of this section had purported to give his consents subject to the payment by the plaintiff authority to the defendants of annual rents varying from 4s. to 20s. in respect of each tower. The defendants disputed the right of the Minister to assess compensation. They submitted that after he had given his consents under the section he was *functus officio*, and that they were entitled to have compensation assessed either under the Lands Clauses Acts or under ss. 17 and 28 of the Electric Lighting Act, 1882, as amended by the Acquisition of Land Act, 1919. In this Act of 1919 " land " is defined as including " water and any interests in land or water and any easement or right in, to, or over land or water." The wayleaves in respect of these electric lines therefore are clearly " land " within the meaning of this Act. This was conceded by the Attorney-General for the plaintiffs. He also admitted that the electricity authority was a " public authority " as defined by s. 12 (2) of the same Act, on the authority of *Metropolitan Water Board* v. *Berton* [1921] 1 Ch. 299, by which decision the court was bound. He, however, reserved his rights to argue the contrary in the Court of Appeal in reference to this point. He contended on behalf of the plaintiffs that the Acquisition of Land Act, 1919, did not apply to this case, as the question of compensation was provided for in s. 22 of the Electricity Act, 1919. The section did not, of course, in express words make provision for the assessment of compensation, yet, if carefully read, it did in fact provide its assessment by the Minister. Further, if it were contended that there was any repugnancy between the two Acts upon this point, the provisions of the Electricity Act, being later in time, must prevail. The plaintiffs' submission was that s. 22 empowered the Minister to give his consent " subject to such terms, conditions and stipulations as he may think just," and as these words were quite unqualified, they must of necessity include " pecuniary terms." The case of the *Central Control Board (Liquor Traffic)* v. *Cannon Brewery Co. Ltd.* [1919] A.C. 744, is authority for the well-known principle of law that an intention to take away or interfere with the property or rights of a subject without giving him a legal right to compensation for the loss thereby sustained will not be imputed to Parliament unless such intention is expressed in clear and unequivocal language. The learned Judge could not find anything to displace that " canon of construction." He thought that the expression " terms, conditions or stipulations " as used in the context in which they appear, did not include pecuniary terms, and thus the assessment of compensation was not within the province of the Minister of Transport. The duty of the Minister, he thought, was to consider whether a proposal to place electric lines across any land should be sanctioned or not; and if he were of opinion that the proposal should be sanctioned, then to consider what terms (other than pecuniary terms) ought to be attached as a condition of his consent. His lordship accordingly held that the defendants were right, and declared that their claims in respect of wayleaves ought to be determined by arbitration pursuant to the provisions of the Electric Lighting Act, 1882, and the Acquisition of Land (Assessment of Compensation) Act, 1919. Judgment was given for the defendants accordingly with costs.

The matter is one of considerable importance, whether considered from the point of view of the powers of the Government Department concerned, or of electricity authorities or landowners. In all probability the Minister may decide to take the matter further. He has always the trump card of Parliament up his sleeve, even if the Bench fail him! Though in this case it might seem fairer if he consented to play with the same pack as the landowners.

Workmen's Compensation Act.

DECLARATION OF LIABILITY OR AWARD FOR A NOMINAL SUM.

PRACTITIONERS are sometimes in doubt whether, when the workman's recovery from his injury may be only temporary, or, although not fully recovered, he is able to earn full wages, application should be made for a declaration of liability or for an award for a nominal sum.

In the following cases an award for a nominal sum was considered appropriate :—

Tynron v. *Morgan* [1909] 2 K.B. 66, where a seaman had been ruptured, but, after a period of total incapacity, with the aid of an efficient truss was able to do his ordinary work and earn full wages.

The decision in *Griga & Harelda* (1910), 26 T.L.R. 272, was to the same effect.

Watts, Watts & Co., Ltd. v. *Hole* (1930), 23 B.W.C.C. 119, C.A., where the facts were similar, but the workman had undergone an operation and was apparently cured.

Griffin v. *White* (1919), 12 B.W.C.C. 113, C.A., where a workman had suffered serious injury from which he had not recovered and the employers offered him work which he was considered able to do and agreed to pay full wages. There was in that case no doubt that the incapacity was still subsisting or that if the employment offered was terminated he would not be able to earn the same wages elsewhere.

Green v. *Cammell Laird & Co. Ltd.* [1913], 3 K.B. 665, where a workman had lost an eye and the sight of the other was impaired. After a period of total incapacity work within the man's capacity was offered at full wages.

In *Ruddy* v. *L.M. & S. Railway* (1929), 22 B.W.C.C. 138, C.A., the workman suffered some incapacity due to the accident and also suffered from septic teeth, which he refused, in spite of medical advice, to have removed. As the judge was unable, until the teeth were removed, to assess the quantum of incapacity due to the accident, it was held that an award for a nominal sum was appropriate.

On the other hand, a declaration of liability was considered appropriate in *Chandler* v. *Smith* [1899] 2 Q.B. 506, where a workman, although he had suffered the loss of a thumb through accident, was able to earn and had always earned his full wages at his ordinary employment. It was admitted that if he left his then present employment his earning capacity would be decreased. " It seems to me," said VAUGHAN WILLIAMS, L.J., in the Court of Appeal, " that the county court judge in this case might and should have made a declaration of liability and adjourned the question of the amount and duration of compensation . . . and I prefer this course to that of awarding a weekly payment of 1d."

In *King* v. *Port of London Authority* [1920] A.C. 1, the workman had suffered an injury to his eye which appeared to be permanent but which did not affect his earning capacity. He had never been paid compensation. A declaration of liability was considered to be the appropriate remedy. In this case the form of order was drafted and is contained in the judgment of the Lord Chancellor (Lord BIRKENHEAD).

The learned author of " Willis's Workmen's Compensation " (27th ed., p. 237) considers that a declaration of liability is appropriate where the injury seems quiescent and an award for a nominal sum where there is a possible doubt about complete recovery. This argument is difficult to reconcile with the decisions in the above cases, particularly *Griffin* v. *White* and *Chandler* v. *Smith*, in both of which there was permanent physical injury, and in both of which had the workman left his employment his earning capacity would have been decreased.

A perusal of the cases above mentioned suggests that where the injury has in fact affected the workman's earning capacity, entitling him to receive compensation for a time, an award for a nominal sum is appropriate when he has recovered his

earning capacity; but where the injury has never affected the earning capacity and the workman, though injured, has been able to continue his work and has earned full wages, a declaration of liability should be made.

Renewal of Loan.

It frequently happens that when a person borrows money from a moneylender the borrower is unable to meet some of the instalments when they fall due for payment. To overcome this difficulty the borrower obtains an entirely fresh loan on fresh terms, and with the proceeds of the fresh loan pays off his liabilities under the previous loan. This process of borrowing to pay off previous liabilities may be multiplied indefinitely, and sometimes goes on for a number of years, until it may be said with truth that the last stage of that borrower is a hundredfold worse than the first. But how are such renewals of loans affected by the Moneylenders Act, 1927, 17 & 18 Geo. 5, c. 21, s. 6, which provides "(1) No contract for the repayment by a borrower of money lent to him . . . shall be enforceable, unless a note or memorandum in writing of the contract be made and signed personally by the borrower . . . and (2) The note or memorandum aforesaid shall contain all the terms of the contract, and in particular shall show the date on which the loan is made, the amount of the principal of the loan, and, either the interest charged on the loan expressed in terms of a rate per cent. per annum, or the rate per cent. per annum represented by the interest charged as calculated in accordance with the provisions of the First Schedule to this Act"? In *B. S. Lyle, Ltd.* v. *Chappell* (1931), 75 Sol. J. 511, on 25th April, 1930, the defendant borrowed £150 from the plaintiffs, who were licensed moneylenders, in respect of which he signed a promissory note for £255 and gave six cheques in favour of the plaintiffs for £42 10s. each. The first two cheques were duly met, but the third was dishonoured, and in consequence of the plaintiffs threatening legal proceedings, the defendant on the 22nd October, 1930, borrowed another £200 from the plaintiffs in return for a promissory note for £300, repayable by weekly instalments of £5 each, with a proviso that on default in payment of any instalment the whole of the balance should forthwith become due and payable. There was in form a perfectly good memorandum of the above transaction of 22nd October, 1930, which stated *inter alia* that "I (the borrower) hereby authorise and request you (the moneylenders) to allocate the whole of the above advance of £200 in settlement of my promissory note in your favour dated 25th April, 1930." Default having been subsequently made, the plaintiffs sued for £204 in respect of the promissory note, but Swift, J. (1931), 47 T.L.R. 562, dismissed the plaintiffs' claim as, after looking behind the transaction, he found that there was no loan on 22nd October, 1930, and he did not consider that any memorandum of the real transaction had been proved. The Court of Appeal (Scrutton, Greer and Slesser, L.JJ.), however, considered that there was a sufficient memorandum of the transaction of 22nd October, 1930, and accordingly allowed the appeal in favour of the plaintiff moneylenders, but ordered the case to go back for a new trial to deal with the questions arising out of the rate of interest charged on the loan. Scrutton, L.J., expressed his view that when the time for payment of the original loan had expired without complete repayment, and the time for repayment was extended on altered terms, there was a fresh loan, and it was sufficient if the memorandum of the altered terms preceded the beginning of the extended period; he could not think that Parliament intended to render renewals impossible; and he saw no objection to the procedure of wiping off the old loan by treating it as a new loan on the altered terms, when the fact that that was being done was shown on the face of the second memorandum.

Company Law and Practice.

CXVI.

FLOATING CHARGES AND WINDING UP.

The floating charge is a method of giving security which has proved of great value to the commercial community, and no one would now attempt to deny its utility; like many other worthy institutions, it has, however, from time to time, come in for criticism, and there is no doubt but that it is open to abuse in some directions. In particular, as Parker, J., as he then was, pointed out in *Re Orleans Motor Co. Limited* [1911] 2 Ch. 41, the object of s. 266 of the Companies Act, 1929 (then represented by s. 212 of the Companies (Consolidation) Act, 1908, was "apparently to prevent companies on their last legs from creating floating charges to secure past debts or for moneys which do not go to swell their assets and become available for creditors." I will return to this section shortly. A floating charge, however, is unknown in Scotland, at any rate to the lawyer, though no doubt the business man knows it, and regrets that he cannot take advantage of it. The fact that the law of Scotland does not recognise this convenient form of security has given rise, as I have already pointed out in this column, to a curious state of affairs, by reason of the fact that s. 78 (which applies the preferential payments section—s. 264—to the case of an appointment of a receiver of property subject to a floating charge) refers only, and not unnaturally, to the case of a company registered in England, with the result that if a company registered in Scotland carries on business in England and creates a floating charge over its English assets there is no right of preference in respect of those assets.

To-day I wish to call attention to a recent decision of the Court of Appeal of Northern Ireland on the section which I referred to above. The Companies Act, 1929, does not apply to companies registered or incorporated in Northern Ireland, except such of its provisions as relate expressly to companies, registered or incorporated in Northern Ireland or outside Great Britain (s. 384), the result being that the Act of 1908 applies generally; but s. 266 of the Act of 1929 and s. 212 of the Act of 1908, are, with one important difference, precisely the same. Section 266 provides that, where a company is being wound up, a floating charge on the undertaking or property of the company created within six months of the commencement of the winding up shall, unless it is proved that the company immediately after the creation of the charge was solvent, be invalid, except to the amount of any cash paid to the company at the time of, or subsequently to the creation of, and in consideration for, the charge, together with interest on that amount at 5 per cent. The difference between this section and the corresponding section of the 1908 Act is that, in the latter, the period was three months instead of six; recent legislation has thus, it will be seen, taken a more unfavourable attitude towards floating securities than did the legislature in 1908.

The facts in *Revere Trust* v. *Wellington Handkerchief Works, Limited* [1931] N.I. 55, were somewhat unusual, but the case, nevertheless, repays an examination, because it does help to bring out the principles on which the court will act in deciding whether the section applies to any particular case or not. One, M, was the managing director of, and had control of, the defendant company. In February, 1930, he persuaded the plaintiffs to lend the company £300, secured by a debenture containing a floating charge and M's promissory note. The last day for registering this debenture was the 13th March, 1930, but M was anxious that the debenture should not be registered, because he was at that time attempting to float the company as a public company. Accordingly an arrangement was come to under which the plaintiffs were to lend £400, to be secured by a debenture for that amount and a further promissory note, and that out of such £400 the £300 previously borrowed should be at once repaid, together with

interest to date. This transaction was carried out; the plaintiffs gave M a cheque for £400; he attended at the bank with W, who acted as solicitor for both parties; M presented the plaintiffs' cheque for £400, and, on receipt of the money, at once handed £310 (the additional £10 representing interest) to W, who at once paid it in to the credit of the plaintiffs. The debenture for £400 was duly registered on the 3rd April, but on the 12th May the company passed a resolution for voluntary liquidation. The Court of Appeal of Northern Ireland, reversing the decision of WILSON, J., declared that the £400 debenture was invalid except to the amount of £90, with interest thereon at 5 per cent. The decision in each case under this section must be a decision made with regard only to the facts of the particular case under consideration, and the Court of Appeal were of the opinion that £310 out of the £400 was not "cash paid to the company at the time of, and in consideration for, the charge." As ANDREWS, L.J., says, at p. 61: "If the device adopted in this case were countenanced by the court . . . the section would become valueless, as it could be evaded in every case by the mere interchange of cheques, the cheque in favour of the company including the past debt and the new advance, and the cheque in favour of the lender being for the amount of the past debt . . . The very use of the word 'cash'—not 'sum of money' is significant; and in my opinion 'cash' cannot be said to be 'paid' within the section unless it is unconditionally paid so as to be immediately available for the general purposes of the company. It is obviously not so available if it is only received by the right hand to be paid back to the lender with the left." The decision in this case follows *Re Orleans Motor Co., supra*, and *Re Hayman, Christy & Lilley* [1917] 1 Ch. 283; and it is important to bear in mind that there was a term of the agreement to lend the £400, that, on such loan being made there should be an immediate repayment of the £300 and interest, which had the effect of making it impossible to say that the money was, to use the words of ASTBURY, J., in *Re Hayman, Christy & Lilley, supra*, "cash absolutely and unconditionally paid to the company."

(*To be continued.*)

A Conveyancer's Diary.

Vesting Deeds —Additional Powers.

A question of some interest with regard to vesting deeds under the S.L.A., 1925, is whether it is necessary to set out the powers given by the settlement to the trustees of a term of years created for the purpose of securing jointures or portions or for other purposes; and if so what is the effect of an omission of any statement regarding such powers?

In the first place it must be remembered that under the familiar s. 13, where a tenant for life or statutory owner has become entitled to have a principal vesting deed or vesting assent executed in his favour, then "until a vesting instrument is executed or made pursuant to this Act" any purported disposition by the tenant for life or statutory owner does not operate to pass a legal estate except in favour of a purchaser for value without notice. There may be a question whether "a vesting instrument made pursuant to this Act" means "an instrument which in all respects conforms with the provisions of this Act." I will recur to that point, but it is worth noting here.

Now, turning to the no less familiar s. 5, we find that it is enacted that "every vesting deed . . . shall contain the following statements and particulars" and (inter alia)—

> "(*d*) Any additional or larger powers conferred by the trust instrument relating to the settled land which by virtue of this Act operate and are exercisable as if conferred by this Act on a tenant for life."

The question which arises is whether if under a settlement made before 1926 a term of years is created and vested in trustees for the purpose (let us suppose) of securing the payment of portions, then, assuming that the power formerly vested in the trustees of the portions term of mortgaging the term (now converted into an equitable estate) is now exercisable by the tenant for life so as to empower him to create a legal estate, that is not an "additional or larger power" conferred upon the tenant for life which ought to be stated in the vesting deed giving effect to the settlement. And further, if such a power be an "additional or larger power," what is the effect of an omission of any reference to it in the vesting deed?

I confess that in settling vesting deeds I have always ignored powers conferred upon trustees of terms of years created for the purpose of securing jointures, portions or the like, and I do not remember to have seen any vesting deed in which such powers have been stated. But is that right? I am not so sure that it is.

By s. 108 (2) of the S.L.A. it is enacted as follows:—

> "(2) In case of conflict between the provisions of a settlement and the provisions of this Act, relative to any matter in respect whereof the tenant for life or statutory owner exercises or contracts or intends to exercise any power under this Act the provisions of this Act shall prevail; and, notwithstanding anything in the settlement, any power (not being merely a power of revocation or appointment) relating to the settled land thereby conferred on the trustees of the settlement or other persons exercisable for any purpose, whether or not provided for in this Act, shall, after the commencement of this Act, be exercisable by the tenant for life or statutory owner as if it were an additional power conferred on the tenant for life within the next following section of this Act and not otherwise."

Then, to complete the matter, there is s. 109, which reads:—

> "(1) Nothing in this Act precludes a settlor from conferring on the tenant for life or (save as provided by the last preceding section) on the trustees of the settlement any powers additional to or larger than those conferred by this Act.
>
> "(2) Any additional or larger powers so conferred shall, so far as may be, notwithstanding anything in this Act, operate and be exercisable in the like manner, and with all the like incidents, effects and consequences as if they were conferred by this Act, and, if relating to the settled land, as if they were conferred by this Act on a tenant for life."

However deplorable the draftsmanship of these sections is, there seems to emerge with some degree of probability the proposition that where a settlement confers powers upon trustees of a portions term (I purposely confine myself to the case which I have been supposing—not knowing to what I may commit myself if I enlarge the field of my proposition) those powers are exercisable by the tenant for life and are exercisable as if they were additional powers conferred on the tenant for life.

That appears to follow from the second sentence of s. 108 (2).

On the other hand, it may be said that the whole of sub-s. (2) of s. 108 is controlled by the words "In case of conflict," so that the second sentence does not stand, as it were, by itself so as to make powers conferred on trustees which are not otherwise conferred on the tenant for life "additional powers," unless they are in conflict with the statutory powers of the tenant for life. And further, that there is a distinction between an "additional power" and a power which is exercisable "as if it were an additional power."

On the whole, I incline to think that a vesting deed need not set out the powers which are conferred on trustees of a term created for the purpose of raising portions or for securing a jointure, or indeed for any other purpose. The term so created can only be an equitable interest, with which, on principle, the vesting deed is not concerned. It is true that

under s. 16 (1) (iii) of the S.L.A. a tenant for life is bound at the direction of the trustees of the term to create a legal estate or charge for the purpose of raising the portions or securing the jointure, or for such other purpose as the term may have been created to serve, but I do not think that the obligation so imposed on a tenant for life is an "additional power." If there is any additional power at all, it seems to me that it is conferred by s. 108 (2).

If, however, it should be held that such powers as those which I have been considering are in fact "additional powers," and ought therefore to be stated in the vesting deed under s. 5 (1) (*d*), the question remains—what is the effect of the omission to do so?

There are two results that may occur—either the vesting deed will be wholly inoperative as not being made "pursuant to" the Act, in the sense that it does not conform with the provisions of the Act regarding the contents of a vesting deed, or the deed may be effective, but the "additional powers" which are not referred to in it cannot be exercised.

I think that the latter is the proper view. It seems to me that if a vesting deed fails to record such additional powers as ought to be mentioned in it, then those additional powers cannot be exercised so as to create a legal estate, but I see no reason why the deed should be vitiated because it fails to state all the additional powers. Whilst the Act provides that additional powers must be stated it does not say that if any are not stated the deed is void. In the absence of any such provision I can only conclude that the intention of the Act is that if not set out in the vesting deed, the additional powers cannot be exercised so far as the legal estate is concerned.

I do not know that sub-s. (3) of s. 5 of the S.L.A. really touches the matter:—

> "A principal vesting deed shall not be invalidated by reason only of any error in any of the statements or particulars by this Act required to be contained therein."

The first question which I have raised is not with regard to an "error in any of the statements or particulars" but an omission of a statement and the sub-section does not appear to apply.

Landlord and Tenant Notebook.

The Construction of the Covenant to Insure.

The importance of studying a covenant to insure with care, and of taking its provisions seriously, was illustrated by the case of *Doe d. Pitt* v. *Shewin* (1811), 3 Camp. 134. The facts were that the tenant had covenanted "to insure and keep insured for the sum of £800 at the least in some sufficient insurance office within the Cities of London and Westminster upon the said messuage etc." (a coffee-house in Threadneedle-street). The lease, executed in May, 1811, ran from May, 1800, for 21 years. In 1810 an old policy for a term of years expired, and the tenant took out a new annual policy, under which premiums were payable on the March quarter-days, fifteen days' grace being allowed. The following year she was a month late in paying the premium, and although the insurers gave her a receipt acknowledging payment of one year's premium from Lady Day, 1811, to Lady Day, 1812, and although no accident had occurred, it was held that the covenant had been broken, and that a proviso for re-entry gave the landlord the right to forfeit the lease in law. Incidentally, I might mention that an argument that the covenant was void for uncertainty, in that it did not specify what was to be insured against, was speedily rejected, Lord Ellenborough, C.J., ruling that "by reasonable intendment" fire was indicated.

Another striking case in which forfeiture was granted is *Doe d. Flower* v. *Peck* (1830), 1 B. & Ad. 428; for, while neither the defendant, nor his assignor, nor the assignor's assignor (who was the original grantee) had taken any notice of the obligation at all, the covenant actually provided that the policy should be taken out with the "Phœnix" office, of which the landlord was a director, and that the policy should be lodged with him. Yet four years passed before he tried to enforce the covenant, or rather the proviso for re-entry on its breach. It then appeared that a few days before the demise (under the old procedure) was laid, he had levied distress for rent. It was held, however, that a covenant to "keep insured" was a continuing covenant so that the waiver constituted by the distress did not apply to the subsequent period; and the suggestion that the covenant did not run with the land was not considered, the case being one in which an estate was defeated for breach of condition.

Inattention to detail was responsible for the fate of the unsuccessful defendant in *Penniall* v. *Harborne* (1848), 11 Q.B. 368, a vendor and purchaser action, in which the return of a deposit was claimed. The defendant was the assignee of a lease granted pursuant to a building agreement. The parcels were a public-house, a private house and some cottages. The tenant was to insure "all the said premises" in the name of the lessors (who were trustees) in the sums of £1,000, £400 and £300 respectively. The covenant was followed by an agreement that the money should be expended in reinstating the premises, any deficiency to be made good by the tenant or soon after. When the defendant had bought, he appears to have noticed that the existing policy did not cover the cottages, and that it was in the name of the lessors and lessee. At all events, he had it cancelled and took out a new one strictly complying with the covenant. But when some nine months later he agreed to sell the property (the lease had still fifty-seven years to run) to the plaintiff and the latter's advisers came to deal with the question of title, the sale was renounced and the return of the deposit demanded on the ground that the lease was liable to forfeiture. And as the defendant could not prove knowledge on the part of the reversioners, there was no evidence of waiver, and judgment was given against him. Apart from technicality, the court considered the under-insurance and the addition of the tenant's name substantial matters. Indeed, in a forfeiture case which had been decided a few years previously, in which the covenant had stipulated for joint names, but the policy was in the lessee's name only, the latter unsuccessfully tried to rely on a verbal expression of satisfaction on the part of the lessor: *Doe d. Mustin* v. *Gladwin* (1845), 6 Q.B. 953.

When a lease containing a covenant to insure and keep insured is granted, how soon must the policy be taken out? This question was raised, but not decided, in *Doe d. Darlington* v. *Ulph* (1849), 13 Q.B. 204. The lessor was the unwilling grantor of a lease—the defendant having obtained a decree of specific performance against him—and was perhaps only too glad of an opportunity to get a bit of his own back. The lease, as settled by a Master in Chancery, was executed on 12th January. The tenant effected the required insurance on 18th February. No explanation of the delay was vouchsafed, but at first instance it was left to the jury to say whether it was unreasonable, and they considered that it was not; but in making the rule to enter judgment for the plaintiff absolute, the court held that, in the absence of an explanation, at all events the lessor was entitled to forfeit. Lord Denman, C.J., and Coleridge, J., expressed no opinion as to whether a reasonable time could ever be allowed; but Pattison, J., thought that if a tenant effected the insurance "shortly after execution" the covenant would be complied with.

The construction of a covenant to insure in a named office or "some other responsible insurance office to be approved by the lessor," settled by the House of Lords in *Tredegar* v. *Harwood* [1929] A.C. 72, was discussed in THE SOLICITORS' JOURNAL, vol. 75, p. 290.

Our County Court Letter.

RENT RESTRICTIONS ACTS. RATEABLE VALUE.

At the December sitting of the Great Yarmouth County Court, His Honour Judge Herbert Smith, in a case of *Morse* v. *Dyer*, delivered a reserved judgment on the meaning of the expression "rateable value" in s. 12 (7) of the Increase of Rent &c. (Restrictions) Act, 1920, as applied to a new tenancy created after 1914, where the rateable value had been increased prior to the new letting.

Section 12 (1) enacts that "except where the context otherwise requires (*e*) the expression 'rateable value' means the rateable value on the 3rd day of August 1914 or in the case of a dwelling-house or part of a dwelling-house first assessed after that date the rateable value at which it is first assessed"; and sub-s. (7) provides that "where the rent payable in respect of any tenancy of any dwelling-house is less than two-thirds of the rateable value thereof, this Act shall not apply to that rent or tenancy . . ." The result of this latter sub-section is to put tenants to whom it applies outside the Act altogether (*Bracey* v. *Pales* [1927] 1 K.B. 818).

The action in question concerned a tied public-house, which, in accordance with the common custom of brewers, was let at a rent less than its rateable value. The material facts in the case were as follows: On the 3rd August, 1914, the property was let on a quarterly tenancy at £30 a year and the rateable value was then £44, so that the rent was slightly over two-thirds of the rateable value. The rent was never increased. In 1919 the rateable value was raised to £48. In 1925 on the death of the then tenant her husband remained in possession, but, as the wife had left a will disposing of her property, he was not within the expression "tenant" as defined in sub-s. (1) (*g*) (*John Lovibond & Sons Ltd.* v. *Vincent* [1929] 1 K.B. 687). Rent was accepted at the same rate (£30) by quarterly payments, and the learned judge found as a fact that the husband had become a quarterly tenant on the same terms as those on which the house was previously held. Notice to quit, which would have been sufficient had the Act not been applicable, was given, and the action was brought for possession.

It was argued for the landlord that, as at the time of the new letting in 1925, the rent was less than two-thirds of the then rateable value, the Act did not apply to that tenancy, and that sub-s. (7) must be read as referring to the rateable value at the time of the creation of the new tenancy. In other words, that the context required a different interpretation of the expression "rateable value" to that defined in sub-s. (1) (*e*), viz., the rateable value on 3rd August, 1914. The judge, however, in his considered judgment, refused to accede to this contention, and held that, if the premises were once controlled, the mere fact that the rateable value had been altered did not suffice to decontrol them, and that the necessary variation between the rent and rateable value must have been in operation on the 3rd August, 1914, to be effective in giving the landlord a right to possession. He found that the premises were still controlled, and therefore dismissed the action.

It is interesting to note that a Point in Practice, Q. 2372, dealing with this subject, appeared in a recent issue, *ante*, p. 9, under the heading "Ratio of Rent to Rateable Value," and that the answer to the query, although printed after the decision referred to, was in fact given previously to it.

Practice Notes.

THE RIGHTS OF TRUSTEES OF SETTLED LAND.

In *Weaver and Others* v. *Albutt*, recently heard at Bromsgrove County Court, the first plaintiff was the remainderman, and the other plaintiffs were the trustees, of certain cottages and an orchard, of which the defendant was tenant for life under the will of Edwin Albutt deceased. The claim was for £89 as damages for breach of the duty imposed by the Settled Land Act, 1925, s. 39 (1), inasmuch as the defendant (*a*) had sold the property after advertising it merely as "near Bromsgrove," without locating it by name or situation; (*b*) had failed to give notice to the trustees in accordance with the above Act, s. 101. The defendant had offered the property for £200, but (following an offer by the first plaintiff to buy in at £210) the purchaser had paid £211. The plaintiffs' case was, however, that one of the tenants would have paid £225, and three estate agents valued the property at between £280 and £340. The defence was that the advertisements were in good media, and that the highest price had been realised, as the auctioneer valued the property at £150, although he admittedly had not inquired if anyone was specially interested. Three other estate agents valued the property at between £170 and £180, and considered that £200 was a good price, as the cottages were controlled. His Honour Judge Roope Reeve, K.C., held that, as the requisite notice had not been given, the defendant had failed in his duty. Judgment was therefore given for the plaintiffs for £64, and costs.

MINER'S LIABILITY FOR CHECKWEIGH LEVY.

In *Freeman* v. *Reuben* recently heard at Alfreton County Court, the plaintiff claimed £2 3s. 11d. by way of checkweigh fees, his case being that (1) he had been duly elected in 1926 and had received the defendant's fees up to March, 1931; (2) the defendant was then transferred to an abnormal stall on day rate, and was not liable for checkweigh levy; (3) on resuming work as a contractor, the defendant contended that the plaintiff had not been validly elected in respect of the Silkstone seam. The defendant's case was that (1) in May, 1928, the men had all received notice, but the dispute had been settled, and the continuity of the employment had not been broken; (2) nevertheless the plaintiff's appointment had been cancelled and he should have been re-elected; (3) he was therefore not entitled to sue. His Honour Judge Longson (having previously reserved judgment) held that, as there had been no break in the continuity of work at the colliery, the case was distinguishable on the facts from *Whitehead* v. *Houldsworth*, an unreported decision in which a similar claim had failed. The result was that the plaintiff's appointment had not lapsed, and he was therefore entitled to judgment, with costs, leave to appeal being given. For a prior reference under the above title, see a Practice Note in our issue of the 21st January, 1931 (75 Sol. J. 75).

THE LAUNDRY EXPENSES OF FARM WORKERS.

In *Parsons* v. *Speed*, recently heard at Axminster County Court, the plaintiff claimed £23 by way of overtime, and the defendant counter-claimed £45, in respect of which the plaintiff had paid £5 11s. into court. The plaintiff's case was that (1) he had been engaged in September, 1928, at a wage of 10s. a week (plus board, lodging and overtime), and his wages were increased to 14s. at the end of one year; (2) the overtime had not been paid, and the wages fixed under the Agricultural Wages (Regulation) Act, 1924, were 32s. 6d. for a labourer over twenty-one years old; (3) in consequence of being struck by the defendant, he had left during the haymaking in June, 1931. The defendant's case was that (1) he was exempt from the payment of full wages, as the plaintiff could not plough; (2) the plaintiff had agreed to work on Sundays in exchange for free washing; (3) the deduction of 2s. 6d. a week for washing was valid; (4) the plaintiff had not been struck, and (by reason of his leaving without notice) the defendant had had to employ extra labour, at a cost set out in the counter-claim. His Honour Judge the Hon. W. B. Lindley observed that the cost of washing could not be deducted, except under an independent contract. Judgment was therefore given for the plaintiff for £21 9s. 5d. (and costs) with payment-out of the sum paid into court to meet the counter-claim, which was dismissed. For a prior reference under the above title, see the Practice Note in our issue of the 7th December, 1929 (73 Sol. J. 813).

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 14th February, 1780, Sir William Blackstone died, largely from want of exercise. The sedentary habits acquired during a lifetime of study had made him enormously stout and without a doubt shortened his life. Indeed, he was by nature of so languid a disposition that while he was writing his famous Commentaries he always kept a bottle of port at his elbow, being "invigorated and supported in the fatigue of his great work by a temperate use of it." His professional beginnings were far from encouraging, for he could command neither eloquence nor influence, and at first his future seemed to lie in Oxford University rather than in the courts at Westminster. However, the tide turned when in 1758 he was appointed first Vinerian Professor of English Law. In 1761 he became Principal of New Hall, entered Parliament as Member for Hindon, and received an offer of the Chief Justiceship of Ireland. From his lectures and the publication of his Commentaries he made £14,000. In 1770 he was appointed a Justice of the Common Pleas. On both sides of the Atlantic his work is acknowledged to have changed the course of legal education and made law intelligible to the layman, for he was the first who "taught jurisprudence to speak the language of the scholar and gentleman." His statue, presented by the American Bar Association to the Law Courts in London, stands, by its fine simplicity, in striking contrast with the elaborate vulgarity of its neighbour, the monument to the architect of the building.

THE SHOPLIFTING EPIDEMIC.

The present epidemic of shoplifting almost makes one wonder whether kleptomania is contagious. But in most cases it can be dismissed after the fashion of Byles, J., when a medical witness testified that the accused was suffering from that complaint, adding "and your Lordship, of course, knows what that is." "Yes," said the judge, "it is what I am sent here to cure." A well-to-do woman who appeared recently at Marylebone Police Court had helped herself to all sorts of things, from lace slips to bars of chocolate. Despite medical evidence of "peculiar mentality," the case was not "treated in a different way from any other." In the time of Serjeant Ballantine, a strange case of a similar character started at that same police court and went to the Middlesex Sessions. There was not really a shadow of doubt that the accused, the wife of an eminent physician, was guilty of the pilfering she was charged with, but a merciful jury failed to agree, probably out of pity for her husband. She died soon after and every drawer and cupboard in the house was found to be full of new goods mostly in their original wrappers. That was genuine mania.

TEARS FLOW.

Such emotional incidents as those which occurred during the "sister's honour" murder trial at Philadelphia, when tears fell not only from the jury, the prisoner and his relations, but also the presiding judge, should not be regarded as peculiarly transatlantic. An extraordinary scene was once enacted during a Flintshire trial before Sir George Bramwell. A woman who for forty years had been subjected to the most unbearable cruelty by her husband, had finally given way and cut his throat and her own. She had survived, however, to stand her trial for murder. When he came to sum up, the judge went over the evidence as to the prisoner's life. Gradually, the misery and pathos of the story so worked upon his by no means emotional nature that finally he put his hands before his face and burst into tears. When he recovered himself, he warned the jury to forget the irrelevancy in his charge, and proceeded. The verdict was "Guilty," but the woman died of her injuries two days after. "I can't think how I came to make such a fool of myself," said Bramwell later.

Obituary.

MR. J. H. HUDSON.

Mr. John Hudson Hudson, solicitor, of Philpot-lane, E.C.3, Kew Gardens, and Hove, died on Saturday, the 30th January, in his seventieth year. He was articled with Messrs. Blair and Girling, of Basinghall-street, and was admitted a solicitor in 1888. Mr. Hudson had occupied the same offices in Philpot-lane for over forty years, and had been in practice as Messrs. Abbott & Hudson. He was a leading authority upon all matters connected with income tax law, and for many years acted as returning officer for the Borough of Camberwell, and assistant returning officer for the Borough of Lambeth.

MR. J. L. WHEATLEY.

Mr. Joseph Larke Wheatley, formerly Town Clerk of Cardiff for over forty years, died on Monday, the 8th February, at the age of eighty-five. Born at Lincoln, he was articled to the town clerk there, and was later appointed Deputy Town Clerk of Salford. Mr. Wheatley was admitted a solicitor in 1878, and in 1879 he was appointed Town Clerk of Cardiff, holding that office until he retired in 1919. He was largely instrumental in securing the elevation of Cardiff by Royal Charter in 1905 to the rank of a city. He was a member of the Court of Governors of the University College of South Wales and Monmouthshire, Cardiff, and of the Council of the National Museum of Wales. Upon his retirement he was presented with the Freedom of the City of Cardiff.

MR. H. O. MARSHALL.

Mr. Harry Oswald Marshall, solicitor, a member of the firm of Messrs. Solly and Marshall, of Hamilton-square, Birkenhead, died suddenly on Thursday, the 4th February, at his residence in Bromborough. He served his articles with Messrs. Simpson and North, of Liverpool, and was admitted a solicitor in 1886. Two years later he entered into partnership with Alderman G. A. Solly, Clerk to the Wirral magistrates and former Mayor of Birkenhead. Mr. Marshall was Secretary to Wallasey Cottage Hospital for many years, and had served on the Committee of the Liverpool Law Society.

MR. J. W. WHITELAW.

Mr. James W. Whitelaw, solicitor, a partner of the firm of Messrs. Whitelaw and Edgar, of Dumfries, died on Saturday, the 6th February, in his seventy-sixth year. He was local legal representative of the Department of Agriculture, and was Secretary and Legal Adviser to the local branch of the Scottish Chamber of Agriculture. He was elected Dean of the Faculty of Procurators from 1903 to 1906.

MR. R. W. WILLIAMSON.

Mr. Robert Wood Williamson, M.Sc., formerly a solicitor in Manchester, died recently at Brook, near Godalming, at the age of seventy-five. He was Clement's Inn Prizeman at the Honours Examination in November, 1877, and from 1878 to 1909 practised as a solicitor in Manchester. He was President of the Manchester Law Society, 1902 1903, and was also an Extraordinary Member of the Council of The Law Society, 1902-1903. He retired from practice in 1909. Mr. Williamson was a well-known anthropologist.

MR. D. J. CRUMP.

Mr. Dudley James Crump, solicitor, a member of the firm of Messrs. William A. Crump & Son, of 27, Leadenhall-street, E.C., died at Hampstead on Tuesday, the 26th January, at the age of fifty-three. Mr. Crump was admitted a solicitor in 1901.

POINTS IN PRACTICE

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Will—Meaning of Word "Family."

Q. 2405. In the will of a testator there is the following clause "I bequeath to my trustees the sum of two hundred pounds upon trust to apply the same and the income thereof for the benefit of Soldiers and Sailors of the British Empire disabled in warfare (whether Officers or men) and their Wives and families and the Widows and families of any Soldiers and Sailors of the said Empire (whether Officers or men) who shall have died through warfare in such manner as my Trustees in their absolute discretion think fit." The will goes on to give power to invest and also contains a power to pay the whole or any part of the legacy and the income thereof to any charitable institution or institutions which shall be willing to apply the same for the objects aforesaid. Part of the testator's residuary estate has to be added to the legacy. The testator died in 1928. The trustees have given part of the legacy to branches of the British Legion. The trustees would like to give part of the trust fund to a man, a native of the village where the testator lived. Such man had two sons killed in the war and is in poor circumstances. The question arises, however, whether he comes within the meaning of the word "families," and I shall be glad if you will kindly give me your opinion on the matter.

A. The word "family" generally means "children" (*Pigg* v. *Clarke* (1876) 3 Ch. D. 672), but this primary meaning may be varied by its context. In this case we do not think that there is anything in the context in which the word is used to extend its ordinary meaning. On the contrary, the fact that the word is used in connection with "wives" and "widows" would seem to indicate that there was no intention that it should have a more extensive meaning.

Prematurity under the Landlord and Tenant Act, 1927.

Q. 2406. In June, 1911, A granted a lease to B and C for a term of twenty-one years as from Christmas, 1911, expiring Christmas, 1932, of a small double-fronted private dwelling-house or cottage at a rent for the first five years at £20, and subsequently at £24 per annum, tenants paying rates and taxes. The lessees covenanted to use the premises as a private dwelling-house or for carrying on the business of builders or other trade of an inoffensive nature only. The landlord gave the tenants permission to make a cartway through one side of the house to the yard in the rear, which was done, nothing being said as to reinstatement at the end of term. The house has been and is used by the builders for offices, and also as a dwelling-house. It is now assessed for income tax at £60 per annum. Both cottages on either side are the property of the landlord. A notice under the Landlord and Tenant Act, 1927, has been served on the landlord, claiming a new lease in lieu of compensation under s. 4, and *in the alternative* £1,000 compensation. The landlord, who is an executor and also tenant for life and is upwards of eighty-five years of age, is anxious if possible not to grant a fresh lease, as after his death he desires all the real and leasehold properties forming the estate to be sold and the proceeds divided. He does not wish to pay compensation unless the amount was very reasonable, but if compelled to grant a new lease under the provisions of the Act would elect to do so. What steps should he take, and what time has he before serving any counter notice: one month or two? Is the alternative notice above mentioned good? The Act does not apparently provide for an alternative notice.

A. The above questions do not arise, as the tenant's notice is premature, and the landlord has a good defence on this preliminary objection. See *Smith* v. *Metropolitan Properties Co. Ltd.*, reported in our issue of the 28th November, 1931 (75 Sol. J. 813). If an alternative notice be again served, the tenant should be required to elect between the two remedies. See a leading article upon the above Act in our issue of the 17th January, 1931 (75 Sol. J. 35).

Decontrol by Part Possession.

Q. 2407. A purchases a house, at the time of purchase admittedly subject to the control of the Rent Act. At this time the house, which consists of six rooms (which we will number 1, 2, 3, 4, 5 and 6) is in the possession of B. B then gives possession of rooms 4 and 5 to A, who enters and exercises acts of ownership for a month. A then lets rooms 4 and 5 to C, *together with the use of room* 6 (a kitchen) by arrangement with B. Thus the house is now subject to two separate tenancies—B occupying rooms 1, 2 and 3 and C rooms 4 and 5, while B and C have the joint user of room 6. B now gives possession of the whole of his tenancy to A, who enters rooms 1, 2 and 3 and exercises acts of ownership for a month. It is particularly to be noted that he cannot during this period exercise complete ownership over room 6, owing to the part user by C. After the expiration of the above period, A lets all the rooms comprised in B's former tenancy (i.e., rooms 1, 2, 3 and part 6) to D. For about a year both C and D pay an increased rent on the footing that the whole of the premises are decontrolled, and they originally entered into their tenancies upon that understanding. They now claim control and an apportionment of the standard rent. It will be observed that the real difficulty centres upon room 6.

(1) Are the premises wholly de-controlled, or wholly controlled?

(2) If not, what part is controlled and what part de-controlled?

(3) Can A obtain possession of any part of the house from either tenant, even though he cannot obtain the whole?

(4) Can the tenants insist upon the reduction of the rent?

A. The tenants' case is supported by *Domendietti* v. *Ryan* (1929), 45 T.L.R. 432, and *Charvonia* v. *Esterman* [1931] 2 K.B. 541, which indicate a reaction from *Ratkinsky* v. *Jacobs* [1929] 1 K.B. 24. The last-named case does not apply, however, as A has never been in possession of the whole house. The first two cases relate to a trinity of landlord, tenant and sub-tenant, which at first sight is not an element in the present case. The opinion is given, however, that C would be held to have become a sub-tenant of room 6 from B, and that D subsequently became a sub-tenant of room 6 from C. There is no estoppel from the payment by C and D of the increased rent for a year, or the fact that they originally entered into their tenancies upon the understanding that they were de-controlled. See a County Court Letter on "The Importance of Actual Occupation," in our issue of the 5th December, 1931 (75 Sol. J. 826). On the points raised:—

(1) and (2) The premises are wholly controlled.

(3) A's case is stronger against C than against D, but not sufficiently so to differentiate the two cases.

(4) Yes.

Notes of Cases.

High Court—Chancery Division.

Re Jones: National Provincial Bank *v.* Official Receiver.

Clauson and Luxmoore, JJ. 1st February.

AGRICULTURAL CREDITS ACT, 1928, s. 12—FLOATING CHARGE—ENFORCEMENT—CALLING IN OVERDRAFT—BANKRUPTCY.

On the 4th July, 1928, the late John Jones obtained a loan from the National Provincial Bank, the moneys advanced and also future advances being secured by a floating charge on his farming stock and implements. The charge was duly registered. On the 3rd September, 1930, the Bank served a formal notice calling in the overdraft. On the 27th October, 1930, John Jones was made a bankrupt, and on the 8th January, 1931, he died. After the notice the Bank took no further step towards enforcing its security till it appointed an agent who seized the property included in the charge on the 6th January, 1931, and sold it on the 14th January, 1931, when it realised £1,151 17s. 7d. The Agricultural Credits Act, 1928, which was passed on the 3rd August, 1928, contained in s. 12 a provision that until the 1st January, 1931, the Act should be subject to the modification that "when a Bank has before the passing of this Act made advances to a farmer, whether by means of an overdraft or otherwise, an agricultural charge created in favour of the Bank shall be enforceable only in respect of moneys advanced in addition to and in excess of a sum equal to the amount of such advances outstanding at the passing of this Act." The Bank claimed to be entitled to the sum of £711 5s. 11d., being the full amount due to it on the overdraft. The Official Receiver contended and the learned County Court Judge held that it was only entitled to the sum of £477 7s. 8d., being the amount owing at the date of the passing of the Act.

CLAUSON, J., allowing the appeal, said that it was admitted that if the Bank had not called in the principal moneys till after the 1st January, 1931, it would have been entitled to recover the whole sum. It was suggested that by calling in the overdraft and thus changing the security from a floating to a fixed charge it had enforced the charge. His Lordship held that the serving of the notice was only a preliminary to enforcement. Actual enforcement took place when the agent sold the property on behalf of the Bank, or possibly when he took possession: it was not material to determine which. The Bank was therefore entitled to recover the full amount.

LUXMOORE, J., concurred.

COUNSEL: *Cyril Conner; Tindale Davis.*

SOLICITORS: *Wilde, Wigston & Sapte; Official Receiver.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re James Cranstoun, deceased: National Provincial Bank *v.* Royal Society for Encouragement of Arts, Manufactures and Commerce.

Farwell, J. 3rd February.

WILL—CHARITABLE GIFT—DEVISE OF ANCIENT COTTAGES—BEQUEST OF SUM FOR MAINTENANCE—GIFT TO SOCIETY OF ARTS—PRESERVATION OF ANCIENT COTTAGES.

This summons was taken out to decide the question whether a gift of ancient cottages was a good charitable trust. By his will, dated 27th April, 1925, James Cranstoun, K.C., gave his real and personal property upon trust for sale and expressed a wish that his freehold cottages in Oxfordshire should be sold and directed the income to be paid to his sister for life, and subject thereto and to a number of legacies to hold his residuary estate on trust for four institutions, of which the Royal National Lifeboat Institution was one. By a codicil, dated 29th April, 1929, the testator revoked the direction to sell the cottages, and devised them to the Royal Society of Arts "in order that they may preserve the same in their present condition or as near thereto as possible." He also bequeathed to the society £700 on trust to apply the income in maintaining the property as it was. The testator died on 29th May, 1931. In 1927 the society issued an appeal for the formation of a "Fund for the Preservation of Ancient Cottages," of which the society would act as trustee.

FARWELL, J., in delivering judgment, said it had been argued that the devise was absolute and free from any trust. That might have been so, but for the gift of £700, which it was evident created a trust, and the question was whether it was a charitable trust. The primary object was for the good of the community at large and for the advantage of all people to see beautiful buildings of historic interest. From the broadest point of view there was no doubt a charitable trust in the legal sense. He understood that the society proposed to let the cottages to labourers, though it might be open to doubt whether that would be consistent with the trust unless provision was made for the public to inspect the cottages, but he did not ask the society to deal with them in any particular way. That would not make any difference to the trust being charitable, and he held that there was a good charitable trust.

COUNSEL: *Sir Arthur Underhill, Baden Fuller, Gover*, K.C., and *W. E. Vernon; Wilfrid Hunt; Stafford Crossman.*

SOLICITORS: *Willis & Willis; Bristows, Cooke & Carpmael; Clayton, Sons & Fargus; the Treasury Solicitor.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Hall D'Ath *v.* British Provident Association for Hospital and Additional Services.

Farwell, J. 5th February.

COMPANY NOT FOR PROFIT—CARRYING ON INSURANCE BUSINESS — *Ultra vires* — ASSURANCE COMPANIES ACT, 1990, s. 1.

This was a friendly motion brought by a member of the association to decide the question whether the association was a company carrying on insurance business within the meaning of s. 1 (*c*) of the Assurance Companies Act, 1909. The association was formed in 1923 as a company not for profit and not having a share capital, the objects being to reimburse to subscribers their expenses in hospitals and nursing homes. By the articles of association no dividend or bonus was to be paid to members, and in the event of a dissolution any surplus was to be applied to charitable purposes, and by the memorandum it was provided that the association was not to carry on insurance business. No policy of insurance was issued to subscribers. The Act applied to any persons or bodies of persons not registered under the Friendly Societies Acts and which carried on accident insurance business, and by s. 2 every such assurance company must deposit with the Paymaster-General £20,000. No deposit had been made, and the question was whether it was illegal for the association to carry on insurance business.

FARWELL, J., in delivering judgment, said the question was one of considerable difficulty. It had been contended that there was no contract between the association and the subscribers, but in his view the prospectus made an offer to provide certain benefits, which offer when accepted by a subscriber constituted a binding contract to pay benefits in accordance with the prospectus. It did not follow, however, that the association was doing anything illegal or *ultra vires*. That depended on the true construction of the Act. The Act appeared to apply to companies carrying on business for profit, but here the association was carrying on a charitable business. The Act dealt with the issue of policies: but where was the policy in this case? It was said the combined effect of the prospectus and subscription constituted a policy, but in his opinion that was not so, and no policies were issued. If the association came within the Act at all, he was not satisfied that it was carrying on business as defined by the

Act. He held that the motion to restrain the association failed, and that the business was not illegal or *ultra vires*.

COUNSEL: *Jenkins*, K.C., and *Lindon*; *Fergus Morton*, K.C., and *Cecil Turner*.

SOLICITORS: *Frere, Chomley & Co.*; *Simmons & Simmons*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Court of Criminal Appeal.

Rex *v.* Van Dyn.

Avory, Talbot and Hawke, JJ. 25th January.

CRIMINAL LAW—APPEAL—NOTICE OF ABANDONMENT—APPLICATION TO WITHDRAW IT—APPEAL DEEMED DISMISSED—CRIMINAL APPEAL RULES, 23.

This was an application by Jacobus Peters Van Dyn for leave to withdraw notice of abandonment of an appeal, to appeal against conviction and to call further evidence, in respect of his conviction on the 25th June last at the Central Criminal Court, of wounding one Robert Devine with intent to do grievous bodily harm. He was sentenced to seven years' penal servitude. On the 3rd December last he was released from Dartmoor by order of the Home Secretary, the remainder of his sentence being remitted. On the 2nd July, while in Wandsworth Prison, Van Dyn signed a notice of appeal, but subsequently withdrew it. It was now contended on behalf of Van Dyn that his release after six months indicated that, in the opinion of the Home Secretary, he was not guilty. He should therefore, it was submitted, be given an opportunity to establish his innocence before the court.

AVORY, J., giving the judgment of the court, said that r. 23 of the Criminal Appeal Rules, made under the Criminal Appeal Act, 1907, provided that where notice of abandonment of an appeal had been given the appeal should be deemed to have been dismissed. On Van Dyn's notice of abandonment being received, therefore, his appeal was deemed to have been dismissed. There had been no question of any free pardon of Van Dyn; the Home Secretary's order was merely that the remainder of his sentence should be remitted. The only cases in which the court had granted such an application as the present were those in which a notice of abandonment had been given under some misapprehension or mistake of fact. There were no such grounds in the present case, and the appeal would stand dismissed.

COUNSEL: *Hector Hughes*, for the applicant; the Crown was not represented by counsel.

SOLICITORS: *Edmond O'Connor & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Brevet-Major Adrian Charles Chamier, retired, J.P., barrister-at-law, of Princes-gate, S.W., and of the Middle Temple, and a former Master of the Worshipful Company of Musicians, left £8,879 with net personalty £8,186.

Reviews.

Principles of Local Government Law. By W. IVOR JENNINGS, M.A., LL.B., Barrister-at-Law, Reader in English Law in the University of London. 1931. Crown 8vo. pp. 263, with Table of Statutes, Table of Cases and Index. London: University of London Press, Ltd. 6s. net.

In his preface the author remarks, "I become more and more convinced that for purposes of exposition one must treat local government statutes as containing not so much rules as principles." This may be taken to be the key-note of a book which begins by considering local government law in relation to the whole legal system, and then proceeds to bring out its basic principles both in the light of history and as exhibited in the general functions and constitution of existing local authorities. The work has been admirably done and should be invaluable, not only to those whose knowledge of constitutional law is about to be applied to the intricacies of modern local government, but to all who are concerned with local administration. The author's self-imposed limits prevent him treating in any detail the specific functions of the various local bodies, but rating—a function exercised directly or indirectly by them all—figures largely in a chapter devoted to local finance. It is interesting to note that in exhibiting local government law as part of administrative law, and the latter as part of constitutional law, the author refutes Dicey's oft-quoted view relative to the absence of *droit administratif* in the English system. The respective parts played by Bentham's "Philosophical Radicalism" and what is described as Disraeli's "sentimental" Conservatism in the formation of existing authorities are duly estimated, and there are valuable chapters on central and judicial control. Six shillings may appear to be a high price for 260 pages of large print, but the clarity and ability with which principles underlying local government law are treated render the book a sound investment, even as a time-saving medium, for all those who desire to achieve a real understanding of the subject.

Who's Who, 1932. Demy 8vo. pp. 1 and 3,568. London: A. & C. Black, Ltd. 50s. net.

The 1932 edition of "Who's Who" is the eighty-fourth of the series, and is as indispensable as ever. It contains about 35,000 biographies in the well-known, concise form, brought up to date to the end of last year. For those who require an authoritative guide to the men and women of note in the world, "Who's Who" has no equal.

Books Received.

The Mixed Arbitral Tribunals: An Experiment in Legal Procedure. By HEBER L. HART, K.C., LL.D. 1932. Demy 8vo. pp. 19. London: Sir Isaac Pitman & Sons, Ltd. 2s. net.

The Annual County Courts Practice. Edited by His Honour Judge RUEGG, K.C. Fifty-first edition. 1932. Demy 8vo. pp. clvi and (with Index) 2,832. London: Sweet and Maxwell, Ltd. Stevens & Sons, Ltd. 40s. net.

Deane and Spurling's Elements of Conveyancing. Fifth edition. 1932. By JOHN F. R. BURNETT, of Gray's Inn, Barrister-at-Law. Royal 8vo. pp. xxxii and (with Index) 544. London: Sweet & Maxwell, Ltd. 21s. net.

ANOTHER JUDGE.

The Attorney-General, Sir Thomas Inskip, has tabled a motion to sanction the appointment of an additional judge of the King's Bench Division. When approved this will increase the number of judges to seventeen, the maximum under the Judicature Act, and should relieve matters at the Law Courts.

Parliamentary News.

House of Commons.

Progress of Bills.

Town and Country Planning Bill.
Read Second Time. [2nd February.
Import Duties Bill.
Read First Time. [10th February.
Rent (Reduction and Control) Bill.
Read First Time. [10th February.

Questions to Ministers.

LAND VALUE TAX.

Captain DOWER asked the Financial Secretary to the Treasury how many officials are still engaged in registering transfers on the sale of land, granting of leases, and transfer and sale of leases, as required under Section 28 of the Finance Act, 1931 (land value tax); and how much this has cost the Exchequer up to date?

Major ELLIOT: Thirty-seven persons are at present engaged on this work in the Inland Revenue, at an approximate cost to date of £2.000. [4th February.

DEEDS OF ARRANGEMENT ACT.

Mr. POTTER asked the President of the Board of Trade if, in view of the hardship caused to estates administered under the Deeds of Arrangement Act, 1914, by non-assenting creditors instituting bankruptcy proceedings in cases where the majority of creditors have assented to the deed, he will take steps to amend the Act so that the assenting majority in value of creditors shall bind the non-assenting minority of creditors.

Mr. RUNCIMAN: The suggestion of the hon. Gentleman has been noted. [4th February.

LITIGATION (COST).

Mr. E. GRENFELL asked the Attorney-General whether he has considered the Reports of the Law Society and the General Council of the Bar on the proposals put forward in April, 1930, by the London Chamber of Commerce for reducing the cost of litigation; and whether, in view of the lapse of time since the issue of these reports and the importance of the matter to the commercial community, especially in the present difficult period, he will indicate what steps are being taken to put into practice those recommendations upon which the three bodies are in agreement?

The ATTORNEY-GENERAL: I have considered the reports to which the hon. Member refers. So far as they advocate changes which can be effected by Rules of Court, I understand that they are being considered by the Supreme Court Rule Committee. Some of the changes advocated with regard to evidence would require legislation. I hope that a Bill dealing with this subject may be introduced at an early date.
[4th February.

JUDGES (SALARIES).

Mr. HALL-CAINE asked the Prime Minister whether, in view of the improved state of the country, he proposes to restore the salaries of His Majesty's Judges?

Mr. T. WILLIAMS asked the Prime Minister whether it is proposed to abolish the recent reduction in the salaries of Judges; whether the reductions which have been imposed are to be made good; and on what date the original salaries will be restored?

Mr. BALDWIN (Lord President of the Council): I hope to be in a position to make a statement on this matter in the course of a few days. [8th February.

PUBLIC TRUSTEE'S OFFICE.

Sir NICHOLAS GRATTAN-DOYLE asked the Financial Secretary to the Treasury whether he will arrange for an examination of the staffing of the office of the Public Trustee, both in London and Manchester, with a view to reducing the total of 803 persons by not less than 10 per cent. in the interests of economy?

Major ELLIOT: The cost of the Public Trustee's Office is covered by the fees paid by the public, and I have no reason to believe that the staff is out of relation to the requirements of the work, which is steadily increasing. The establishment of the Office is under continuous review, and every effort will continue to be made to secure whatever administrative economies may be practicable. [9th February.

Societies.

University of London.

THE NEW DOMINION STATUS.

The High Commissioner for Southern Rhodesia, The Hon. J. W. Downie, C.M.G., took the chair on 9th February, at University College, when Professor J. H. Morgan, K.C., delivered the first of three Rhodes Lectures on the New Dominion Status.

Mr. MORGAN recalled the meeting of the Imperial War Conference on 16th April, 1917, and admired the phlegmatic temper exhibited by those statesmen at that time of conflict. Phlegmatic their temper might have been but academic it had not been, for at that time there had been in continuous session in London for the first time in history an Imperial Cabinet in which Dominion Ministers had sat on equal terms with our own, with the happy result that the Empire had spoken with one voice in the councils of the allied nations—might even be said to have thought with one brain. Moreover, all this unity of thought and action had been achieved without the slightest surrender of the legislative autonomy of the Dominions; whenever the decisions of the Imperial War Cabinet had necessitated legislation to implement them, they had been implemented by Statute or Order in Council by the Dominion concerned. This constitutional experiment had disappeared with the war that had necessitated it, but it had its lesson for all who were concerned with the success of the forthcoming conference at Ottawa. The present situation might make collective and swift action as imperative as it had been in war-time, but the concerted action of the Empire had only been made possible by two conditions; the neutralisation of a large area of party conflict in the legislatures of the Empire, and the delegation of enormous powers of emergency legislation to the respective governments. No one could fail to be struck by the paradox presented by the fact that, no sooner had the Imperial Parliament been induced to make a formal abdication of her power to legislate for the self-governing Dominions, than she had suddenly, by a revolution in her fiscal policy, re-asserted her right to legislate—not for the Dominions but against them! The Chancellor of the Exchequer had remarked: "I have no doubt that the Dominions would no more question our right to impose duties in our own interests on their goods than we have questioned theirs to do the same on ours." Great Britain, so long the sufferer from an acute inferiority complex at Imperial Conferences, might now be said to have achieved for herself "Dominion status"!

The Statute of Westminster might be searched in vain for any definition of Dominion status, and, in fact, the Act applied in its entirety to two Dominions only: the Irish Free State and the South African Union. The debates on it in the Parliaments of these two countries had presented some remarkable features. Mr. O'Kelly, in the Dail, had said: "We feel that Dominion status is a derogation of the dignity of our ancient nation. This Statute of Westminster is an attempt to fasten Dominion status for ever upon us." That was a very remarkable and by no means a foolish utterance, with a certain foundation in law. Whatever the Statute of Westminster had done, it had not achieved uniformity of status, but had rather accentuated diversity. In that respect history had prevailed over law, for history could no more be expelled with a parliamentary draftsman's pen than nature could be driven out with a pitchfork.

THE ANOMALIES OF THE STATUTE OF WESTMINSTER.

One section of the Act ran "It is hereby declared and enacted that the Parliament of a Dominion shall have full power to make laws having extra-territorial operation." Here was the very hallmark of sovereignty, but here was a power which, if exercised, would cause duplicated legislation by the different legislatures of the empire operating in the same area, and involve the danger of an intolerable conflict of laws. The previous restriction had never been the expression of superiority on the part of the Imperial Parliament; it had been a rule of judicial construction enforced by the courts and by no courts more rigorously than those of the Dominions themselves. No Dominion Parliament had ever asked for its removal except that Canada had once asked for its qualification in respect of the Halibut Fisheries Convention. It had been abolished by the Statute of Westminster in response to a demand that the Balfour Formula should be literally translated. The power was not likely ever to be exercised. As Mr. Bennett had said, "The exercise of this power is fraught with very many grave dangers. We must trust to the common sense of our own Parliament not to exercise the power in such a manner as to cause difficulties to others or evil consequences to ourselves."

The Statute, by implication, conferred on the Dominions the power to repeal any Act on the Imperial Statute Book, including the very title deeds which brought the Dominion legislatures into being. In South Africa certain peculiarly important sections of the Constitution—the equality of the Dutch and English languages, for instance—had been safeguarded by special clauses and were known as the "entrenched sections." The Statute of Westminster had burst upon those clauses with the force of a high explosive, and the following debate had produced all the symptoms of shell-shock. The Statute put the entrenched clauses at the mercy of any chance majority in the House, and the result of the discussion had been a formula strongly resembling that of Solomon in a famous maternity case. The same problem of entrenched clauses had presented itself in Australia, and every one of the six state legislatures had passed resolutions denouncing the Statute, with the final paradoxical result that a section and sub-section had been enacted re-affirming the power of the Imperial Parliament to bind and loose the Australian States.

The final paradox was involved in the axiom that what one session of our Parliament could do a subsequent session could undo. Some future Parliament could repeal the Statute of Westminster with the same expedition that the present Parliament had passed it. The parties who had asked for sovereign independence had asked for something which it was beyond the wit of the most ingenious constitutional lawyer to put into legal words. Sovereign independence was a term that belonged to the sphere of international law and could not be put into constitutional law. No constitution could provide for its own dissolution. Self-government was a matter explicitly in the domain of municipal law. The Covenant of the League of Nations belonged to the sphere of international law and had never been incorporated in our municipal law. The so-called recognition of Dominion status by the League was a recognition accorded at the request of His Majesty's Government. The Statute of Westminster had made no alteration in that respect; nor had it disfranchised the British Parliament of its supremacy.

THE CHANGE IN DOMINION STATUS.

The one sense in which there was change was not to be found in the Statute of Westminster, but in certain resolutions of the Imperial Conferences of 1926 and 1930, the effect of which was to establish a direct relation between Dominion Ministers and the King. The King was to act on the advice of Dominion Ministers, but nobody knew quite what was to happen if Dominion Ministers gave conflicting advice. The resolutions expressly excluded intervention by the British Government. Nor was it made clear how Dominion Governments situated in another hemisphere were to consult with His Majesty. The last Imperial Conference had found a somewhat piquant solution: that the Government in the United Kingdom should continue to act in any manner in which a Dominion Government might desire it to act in this respect! The truth of the matter was that the British Government could not be reduced to Dominion status. As long as the conduct of foreign relations and, still more, the protection of the property and honour of British subjects abroad remained with the British Government, so long must that Government be an Imperial Government. The naval estimates for the British Empire for the year 1929-30 came to some £56,000,000, of which nearly £52,000,000 was borne by the estimates of the British Parliament. In view of such figures, Mr. Morgan said, he sometimes felt inclined to suggest that Great Britain should proclaim her right to secede from the British Empire! It did not require a very vivid imagination to realise the consternation with which such a declaration would be received by every Dominion.

Empires of the past had reigned and fallen; the essential distinction between them and the British Empire was that they had been conceived in war and brought forth in slavery. The British Empire had achieved a union of self-governing communities whose service to one another and to her was perfect freedom, who, indeed, were bond because they were free—and verily that should not pass away.

The Solicitors' Clerks' Pension Fund.

The Second Annual Meeting of this Fund was held at The Law Society's Hall, Chancery-lane, London, W.C.2, on Thursday, 4th February, 1932, Sir Roger Gregory, Chairman of the Committee, presiding. The annual report showed a very satisfactory position. The Fund was registered in June, 1930, and in the short period to the end of 1931, 385 clerks to 116 firms of solicitors have, with their employers, become contributors to the Fund. At 31st December, 1931, the investments have a market value of £13,701.

In moving the adoption of the report and the accounts for the year, Sir ROGER GREGORY said:—

Gentlemen, it is my duty to move the adoption of the annual report and accounts, and I do so with the utmost satisfaction, first because it records something done for the benefit of our profession, and then because it is not in the nature of charity but a purely businesslike scheme devised for making provision for the old age, and to some extent the sickness, of clerks who devote their lives in the work of the law. I might tell you a great deal about my experience of the loyalty of the clerks to their masters, I might tell you how much we are indebted to the clerks for their service, and how much the interests of the clerks and their employers are bound up together, and it is with the latter phase of the legal profession that we have to deal with continually. This scheme is devised in the interests both of the clerks and of the employers: of the clerks because it provides for them a certain and definite pension in their old age; of the employers because it provides them with a means of assisting their clerks to make provision without casting any undue burdens upon them, and an opportunity of getting better terms than can be offered by the recognised insurance companies.

Just consider for a moment the risks that a clerk runs. He may be the clerk to an upright, generous and successful solicitor, and he may have served him for years, knowing full well, not from any written documents, or not from views in spoken words, that it is the intention of that employer to treat him well and make an adequate provision for the clerk's old age, a recognition of the services rendered to that employer. Disaster may overtake the employer; he may fall out of the race, or die leaving a small estate behind him, and he may from one of these instances forget to make any adequate provision for his clerks. Now this scheme overcomes that danger, and if a clerk and an employer agree when the clerk is a young man, or when he gets on to middle age, I think our Fund can make the best provision obtainable at the present time.

The Fund is on a sound financial basis. When it was started we were told that if we had fifty members the Fund would be financially sound. The membership at the present time is 412. We have accumulated funds which at the present price of the day are worth £13,700, and although they have depreciated, they are interest bearing securities, and there will always be adequate provision for meeting what the actuaries call strain upon the Fund when that strain comes, which it will not do for some years. In the balance sheet we have made to you the fullest possible disclosure. We have carried in, as you will see, the investments at cost, and we have put a note underneath showing the value at the date of the purchase. Generally the fluctuation of the capital value of the investments is really of little importance, because it is not upon the capital that you are relying, but the income, and it is rather an advantage to you that we should be able to invest our funds while prices are low at prices that will give us a higher rate of interest than when the Fund was started.

This scheme is a gift to the profession, and I really think that if it is properly approached more employers and more employed would wish to take it up. I know that times like the present are such as might induce us to say, "Let us make merry to-day, for to-morrow we die," but after all we have got to regard the time when you are not able to earn what you are earning now. I venture to think that you might, each one of you, put the advantages of this scheme before your friends, and if they like to appreciate the ripe plum which is ready to fall in their mouths, communicate with Mr. Reed, and fill up the form.

The motion was seconded by Mr. J. SMEATON, and after observations by Mr. J. A. MARSTON, M.A., and Mr. R. J. CLARK, the report and accounts were adopted.

The prospectus of the Fund and all other information may be obtained from the Secretary, 2, Stone-buildings, Lincoln's Inn, London, W.C.2.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 9th February, 1932 (chairman, Mr. J. C. Christian-Edwards), the subject for debate was: "That the case of *Rex* v. *Kylsant*, 48 T.L.R. 62, was wrongly decided." Mr. V. Foden-Pattinson opened in the affirmative; Mr. N. S. Afoumado opened in the negative; Miss E. M. Stannard seconded in the affirmative; and Mr. H. E. Myers seconded in the negative.

The following members also spoke: Messrs. M. Woolf, J. H. G. Buller, E. L. Hayes, H. Lightman, A. G. White, R. Kenison, T. Kenyon, C. Weinberg and C. F. S. Spurrell. The opener having replied, and the chairman having summed up, the motion was carried by two votes. There were twenty-nine members and three visitors present.

United Law Society.

The above Society held a moot last Monday evening, 8th February, in the Middle Temple Common Room. Sir Albion H. Richardson, K.C., presided. The question for determination concerned the personal liability of a director of a company formed for the purpose of running a club, on a bill of exchange accepted by him in respect of work done to the premises of the club. Mr. H. Shanly appeared for the director, the appellant in this case, and Mr. Cecil Benney for the respondents, the holders of the bill. Sir Albion H. Richardson, K.C., held that the director was personally liable on the bill; consequently the appeal was dismissed.

The Medico-Legal Society.

THE LIBERTY OF THE SUBJECT.

Lord Riddell took the chair at a meeting of this Society held on Thursday, 28th January, and Dr. L. A. Weatherly delivered an address on the liberty of the subject from the medico-legal aspect.

Dr. WEATHERLY first complained of the many obsolete laws which were still enforced, and of the many vexatious regulations which were nowadays made by bureaucrats to the harm of the community; he instanced the absurdity of specifying the articles that might and might not be sold within certain hours, and the prohibition of street book-making, while the most respectable citizens thought nothing of taking tickets in the Irish Hospital Sweepstake. He then suggested a few important restrictions which ought to be imposed, but were not. He pleaded for legislation which would restrict the power of a spendthrift legatee to squander his money, and pointed to France and America as examples of countries which possessed such legislation. While agreeing with Mr. Justice McCardie that a professional abortionist ought not to be indicted of murder, he deprecated the opening of the door to wholesale abortion. He desired adequate segregation for mental and moral deficients, and the provision of the same machinery of certification for alcoholics as existed for mental patients. He maintained that municipalities should be compelled to provide juvenile courts, and magistrates to put first offenders on probation.

The lecturer blamed the Board of Control for nullifying much of the value of the Mental Treatment Act by its bureaucratic attitude and its insistence on a large number of rules.

"TOO MUCH LIBERTY."

Sir ST. CLAIR THOMPSON quoted Disraeli's remark that liberty consisted in the freedom of every man in England to make as big a fool of himself as his father had done before him; and the complaint of the gentleman in "Measure For Measure" that he was suffering from "too much liberty." John Ruskin, a former teacher of his, had asserted that not one person in fifteen thousand ever observed anything independently for himself.

Mr. CLAUD MULLINS sympathised with the lecturer's remarks upon the absurd restrictions which unfortunately had to be enforced through police courts. He often wished, he said, that legislators would sometimes consider, when they were passing new restrictive laws, the question of whether these laws could be enforced and whether the effort to enforce them was worth while. For a generation Parliament had been busy on the assumption that it was desirable that certain things should be; there they stopped, and they did not consider whether their legislation was worth the interference with liberty and the expenditure of time and money which it involved. Only the previous day he had been engaged for an hour in deciding whether a black currant pastille which contained no black currant was properly so-called; his difficulties had not been lightened by the conflicting reports of two learned analysts. Many persons had to be called as witnesses, and men were paid considerable salaries to trap small shopkeepers who sold tobacco or sweets after their respective hours. The result of all the well-meaning laws that had been passed in the last generation was an almost incredible waste.

Mr. Mullins, however, disagreed strongly with the lecturer's condemnation of magistrates for insufficient use of probation. It had become noised abroad that "every dog could have one bite." This was unsound law and a very dangerous doctrine. He was repeatedly told that a young offender was quite confident that he would be let off, as his was a first offence—even though the offence was a serious one such as driving away a car by a boy who was unable to drive and was not insured. The policy of rolling out probation like a penny-in-the-slot machine did not appeal to him. A method ought to be invented by which the liberty of the subject could be restricted without actual imprisonment. The misuse of probation led to a contempt for the law. Finally, on the subject of birth-control and abortion, he suggested that, since the State took upon itself a responsibility for giving each life a chance, it had the right to say whether in a particular case a life should be brought into existence at all.

VALUATIONS FOR PROBATE,
ESTATE DUTY, DIVISION, etc.

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Rules and Orders.

I, John Viscount Sankey, Lord High Chancellor of Great Britain, by virtue of the County Courts Act, 1888, and all other powers enabling me in this behalf, do hereby order as follows:—

1. His Honour Judge Ruegg shall cease to be the Judge of the district of the County Court of Shropshire held at Market Drayton, and His Honour Judge Richards shall be the Judge of the said district.

2. This Order shall come into operation on the 1st day of April, 1932.

Dated the 2nd day of February, 1932.

(Sgd.) *Sankey*, C.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. ROBERT DICK MEGAW, K.C., to be a Puisne Judge of the High Court of Justice in Northern Ireland, in place of the late Mr. Justice Wilson.

The King has been pleased to approve the appointment of Sir SHAH MUHAMMAD SULAIMAN, Barrister-at-Law, as Chief Justice of the High Court of Judicature at Allahabad, in the vacancy which will occur on 16th March owing to the retirement of Sir Grimwood Mears.

Mr. RAYMOND MEEKE, Solicitor, Deputy Registrar since 1925, has been appointed Registrar and High Bailiff of the Sheffield County Court and Registrar of the Sheffield District Registry of the High Court, in succession to Mr. Albert Howe, who has retired.

Mr. ERIC RAYMOND FARR, Assistant Solicitor to the Twickenham Council, has been appointed Assistant Town Clerk and Solicitor to the Borough of Poole and County of the Town of Poole.

Mr. AUBREY BOUTWOOD, of the firm of Messrs. Thornley and Boutwood, of Leighton Buzzard, has been appointed Steward of the Manors of Leighton Buzzard (otherwise Grovebury), Beds, of Stewkley, Bucks, and Radnage, Bucks.

Professional Announcements.

(2s. per line.)

The practice hitherto carried on at 85 Gracechurch Street by Messrs. WARD, PERKS & TERRY, will as from the 8th February 1932, be carried on from 115 Leadenhall Street, E.C.3, by the firm of Messrs. E. F. Turner & Sons, which Mr. Thos. H. Terry and Mr. Phillip J. Terry have joined.

Mr. Lennox John Beardall, solicitor, of Jermyn-street, S.W., left £25,677, with net personalty £22,613.

STERILISATION OF MENTAL DEFICIENTS.

The Minister of Health received a deputation on Tuesday last from the County Councils Association, the Association of Municipal Corporations, and the Mental Hospitals Association, on the subject of the sterilisation of mental deficients.

The deputation was introduced by Alderman Lovsey, J.P., and the other speakers were: Mr. Cemlyn Jones, Mr. J. W. Black and Sir Harry Pritchard.

The deputation represented to the Minister that, while the Associations for whom they spoke had reached no final conclusion upon the desirability of sterilising mental deficients, they considered that the time had come at which a full enquiry should be made into the whole question in view of its national importance.

The Minister of Health said, in reply, that he agreed that there was a need for enquiry into the problem, and he proposed, as a first step, to arrange for enquiry to be made by competent persons into its scientific aspects.

THE INCOME TAX ACTS.

H.M. Stationery Office announces that there will shortly be placed on sale a new edition of "The Income Tax Acts."

This work is the official text-book of income tax law in use in the Inland Revenue Department, and has been placed on sale to the public in order that those engaged in income tax matters may have the advantage of working on the same text-book as the Inland Revenue Department itself uses.

The first edition of the book was issued in 1925. The new edition contains the Income Tax Act, 1918, and the income tax provisions of the Finance Acts up to and including the Finance (No. 2) Act, 1931.

The volume contains tables showing rates of income tax from the year 1894/95, and the rates of sur-tax (or super-tax) from the year 1909/10, and all Statutory Rules and Orders in force in regard to income tax and sur-tax (or super-tax). The price of the book will be 15s. net.

Insurance Notes.

SUN LIFE ASSURANCE COMPANY OF CANADA.

The Sun Life Assurance Company of Canada report eminently satisfactory figures for the year which ended on 31st December, 1931. The new assurances effected amounted to £108,480,660, bringing the total assurances in force to £626,933,643. The premium income was £26,100,546, an increase of £1,385,910 over the previous year. This brings the total income for 1931 up to £40,206,673. The assets show a gain of over £7,411,000, and now amount to £128,384,477. Undivided surplus, including contingency reserve, is £4,341,102. Annuity purchase money received amounted to £4,892,085.

The figures given above are those prepared for submission to the insurance department of the Canadian Government, converted into pounds at the par of exchange, viz., $4.86 2/3 to the pound.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE MAUGHAM. Witness. Part II.
M'nd'y Feb. 15	Mr. More	Mr. Jones	Mr. Andrews	Mr.*Ritchie
Tuesday....16	Hicks Beach	Ritchie	More	*Andrews
Wednesday 17	Andrews	Blaker	Ritchie	*More
Thursday ..18	Jones	More	Andrews	Ritchie
Friday 19	Ritchie	Hicks Beach	More	Andrews
Saturday ...20	Blaker	Andrews	Ritchie	More

	GROUP I. MR. JUSTICE BENNETT. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part II.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
M'nd'y Feb. 15	Mr.*More	Mr.*Hicks Beach	Mr. Jones	Mr. Blaker
Tuesday....16	Ritchie	*Blaker	*Hicks Beach	Jones
Wednesday 17	*Andrews	*Jones	Blaker	Hicks Beach
Thursday ..18	More	Hicks Beach	*Jones	Blaker
Friday 19	*Ritchie	*Blaker	Hicks Beach	Jones
Saturday ...20	Andrews	Jones	Blaker	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (20th September, 1931) 6%. Next London Stock Exchange Settlement Thursday, 18th February, 1932.

	Middle Price 10 Feb. 1932	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	84	4 15 3	—
Consols 2½%	54⅜	4 11 3	—
War Loan 5% 1929-47	98⅛	5 1 6	—
War Loan 4½% 1925-45	95	4 14 9	5 0 2
Funding 4% Loan 1960-90	86	4 13 1	4 14 1
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	93	4 6 0	4 8 1
Conversion 5% Loan 1944-64	101½	4 18 6	4 18 2
Conversion 4½% Loan 1940-44	95¼	4 14 6	5 0 9
Conversion 3½% Loan 1961	75	4 13 4	—
Local Loans 3% Stock 1912 or after	62	4 16 9	—
Bank Stock	249	4 16 4	—
India 4½% 1950-55	79	5 13 11	—
India 3½%	56½	6 3 11	—
India 3%	48	6 5 0	—
Sudan 4½% 1939-73	91½	4 18 4	5 0 3
Sudan 4% 1974	83⅜	4 15 10	4 19 2
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	82	3 13 2	4 6 0
Colonial Securities.			
Canada 3% 1938	87	3 9 0	5 5 7
Cape of Good Hope 4% 1916-36	94	4 5 1	5 8 0
Cape of Good Hope 3½% 1929-49	77½	4 10 4	5 10 3
Ceylon 5% 1960-70	95½	5 4 9	5 5 4
Commonwealth of Australia 5% 1945-75	80½	6 4 3	6 6 6
Gold Coast 4½% 1956	91½	4 18 4	5 2 6
Jamaica 4½% 1941-71	89½	5 0 7	5 2 6
Natal 4% 1937	93	4 6 0	5 12 11
New South Wales 4½% 1935-45	69½	6 9 6	8 9 1
New South Wales 5% 1945-65	71½	6 19 10	7 6 0
New Zealand 4½% 1945	80½xd	5 11 9	6 16 5
New Zealand 5% 1946	94½	5 5 10	5 11 7
Nigeria 5% 1950-60	95½	5 4 9	5 6 0
Queensland 5% 1940-60	75½	6 12 6	7 0 5
South Africa 5% 1945-75	98	5 2 0	5 2 4
South Australia 5% 1945-75	77½	6 9 1	6 11 6
Tasmania 5% 1945-75	77½	6 9 1	6 11 6
Victoria 5% 1945-75	77½	6 9 1	6 11 6
West Australia 5% 1945-75	78½	6 7 5	6 9 9
The prices of Stocks are in many cases nominal and dealings often a matter of negotiation.			
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	62	4 16 9	—
Birmingham 5% 1946-56	101	4 19 0	4 18 6
Cardiff 5% 1945-65	99	5 1 0	5 1 3
Croydon 3% 1940-60	68½	4 7 7	5 3 8
Hastings 5% 1947-67	100	5 0 0	5 0 0
Hull 3½% 1925-55	75	4 13 4	5 7 10
Liverpool 3½% Redeemable by agreement with holders or by purchase	72	4 17 3	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	52½xd	4 15 2	—
London City 3% Consolidated Stock after 1920 at option of Corporation	62xd	4 16 9	—
Metropolitan Water Board 3% "A" 1963-2003	63¼	4 14 6	—
Do. do. 3% "B" 1934-2003	63xd	4 15 3	—
Middlesex C.C. 3½% 1927-47	84	4 3 4	4 19 9
Newcastle 3½% Irredeemable	72	4 17 2	—
Nottingham 3% Irredeemable	63	4 15 3	—
Stockton 5% 1946-66	98½	5 1 6	5 1 10
Wolverhampton 5% 1946-56	99½	5 0 6	5 0 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	74½	5 7 5	—
Gt. Western Railway 5% Rent Charge	89	5 12 4	—
Gt. Western Rly. 5% Preference	71¼	6 19 10	—
L. & N.E. Rly. 4% Debenture	66⅛	6 0 3	—
L. & N.E. Rly. 4% 1st Guaranteed	57¼xd	6 19 2	—
L. & N.E. Rly. 4% 1st Preference	43½	9 4 0	—
L. Mid. & Scot. Rly. 4% Debenture	69⅛	5 15 1	—
L. Mid. & Scot. Rly. 4% Guaranteed	59½	6 14 6	—
L. Mid. & Scot. Rly. 4% Preference	43½	9 4 0	—
Southern Railway 4% Debenture	70⅛	5 18 6	—
Southern Railway 5% Guaranteed	85	5 17 8	—
Southern Railway 5% Preference	64	7 16 3	—

EX-STAFF Officer, O.B.E., M.A. (Hon. Oxford), tall, dingle, good address, adaptable, excellent references, considerable administrative and literary experience, knowledge French and German, income tax, antiques and property management, desires post as bursar or private secretary, or any administrative position. 13803

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EX-OFFICER, just completed seven years in America, installing compressors, pumps, turbines, all-round practical experience, requires responsible position with good construction company; responsibility taken in erecting engines. Dis. 400

EX-OFFICER seeks post valet, chauffeur-companion, secretary; travelled U.S.A. and Continent; public school; accounts, typing; excellent correspondent. Cheerful; pianist; careful and expert driver Rolls Royce, or any make. Capable of managing house staff and very domesticated. No attachments; interview. 13104

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INFORMATION REQUIRED.

2s. per line.

REQUIRED, present address of CHARLES WILLIAM BABY, formerly of 53, Eleanor-road, Hackney, London.—Birch, Cullimore & Co., Solicitors, Friars, Chester.

HARRIES.—The Kin of MARY JANE HARRIES, spinster, late of 47, West-street, Stratford-on-Avon, who died at 50, Arden-street, Old Stratford, on 9th September, 1931, are requested to APPLY to the Treasury Solicitor (B.V.), Storeys-gate, London, S.W.1. (Estate about £1,000.)

MRS. ELIZABETH JACOB SEAGER, decd.—INFORMATION is DESIRED as to the present WHEREABOUTS of Mrs. MARGARET LLOYD (née Simmons), who with her daughter MARJORIE (Peggy) disappeared from her home, Glanhunddn, Ramilly-road, Cardiff, in May, 1916.—Anyone able to give information is asked to COMMUNICATE with W. R. Smith & Smyth, Solicitors, of 133, Aldersgate-street, London, E.C.4.

VOSS.—Will Mrs. VOSS, daughter of Dr. Campbell, who resided in the Campden-hill district of London, or anyone knowing her address, if alive, please COMMUNICATE with Messrs. Gillespie & Paterson, W.S., 31, Melville-street, Edinburgh?

WOOLF JACOBSON, otherwise WILLIAM WOOLF.—Will anyone who knows of the existence of a Will executed by Woolf Jacobson please COMMUNICATE with Messrs. Schultess-Young, Warren and Bird, 4/10, North End-road, West Kensington?

BOOKS AND PUBLICATIONS.

FOR SALE.—Complete set of Halsbury's Laws of England, in 31 volumes, on thin paper, quite undamaged; highest offer within 21 days will be accepted.—Apply Box 972, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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FOR SALE BY AUCTION
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TUESDAY, 23rd FEBRUARY, 1932.
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12, GRAND-PARADE, 16 and 19, ST. JAMES'-PARADE, and 18, VICTORIA-PARADE, MUSWELL-HILL.
SHOP PROPERTIES, each with 2 flats over, all let and producing gross £1,310; lease about 66 years unexpired at varying ground-rents.
79, CARLTON-VALE, KILBURN. UPSET PRICE of £500.
SHOP, HOUSE and GARAGE PREMISES, producing gross £279; lease 69 years at ground-rent of £70 per annum.
13-18, LEXHAM-MEWS, KENSINGTON.
BLOCK of 6 GARAGES and FLATS OVER, close to the High-street, let on lease to well-known trader; lease about 38 years at ground-rent of £64 10s.; mortgage available. Gross rents £883 per annum.
9, 16-20, RUSSELL-GARDENS MEWS,
BLOCK of 6 GARAGES; a turning close to Olympia and off Holland-road; No. 9 freehold, remainder leasehold for about 29 years at ground-rent of £30 per annum. Gross rents £840. In lots.
272, FULHAM-ROAD, SOUTH KENSINGTON.
SHOP, BASEMENT, and FLOORS OVER, let at very moderate rents producing £317 per annum; lease 30 years at £65 per annum ground-rent.
ELMHURST-MANSIONS, EDGELEY-ROAD, CLAPHAM.
NINE BLOCKS of MANSION FLATS in this turning; each contains 6 self-contained flats, viz.: 54 flats in all, 30 occupied by statutory tenants; lease about 67 years unexpired at ground-rent of £75 per block. Gross £3,325.
32 and 38, MORETON-STREET, off VAUXHALL BRIDGE-ROAD.
DIRECT WESTMINSTER LEASES. No. 32, let in 2 tenancies, shop and upper part; No. 38 entire premises let on repairing lease; 61 years' lease at ground-rents of £35 and £40 respectively. Gross rents £445. In lots.
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At the LONDON AUCTION MART, 155, QUEEN VICTORIA-STREET, E.C.4, on THURSDAY NEXT, 18th FEBRUARY, at 2.30.
PERIODICAL SALE No. 1,189. REVERSIONS, POLICIES, SHARES, GROUND RENTS, &c.
ABSOLUTE REVERSION on decease of life 56, to about £18,750.—Solicitors: Messrs. Jones & Son, Town Hall-chambers, Colchester.
ABSOLUTE REVERSION to ½ of £2,207 5s. 2d. 4% Funding Loan.—Solicitors: Messrs. Leonard Gray and Co., 73, Duke-street, Chelmsford.
REVERSION, life 76, provided Reversioner survive, to Freehold at Wembley, with share of Income in possession.—Solicitor: F. W. Perkins, Esq., 139, Oxford-street, W.1; and 160, Kenton-road, Kenton, Middlesex.
DEBT of £22,827 15s. 2d., being unpaid Capital in respect of Shares in a Company in Voluntary Liquidation.—Liquidator: A. H. Partridge, Esq., F.C.A. (Messrs. Fincham, Partridge & Co.), 3, Warwick-court, Gray's Inn, W.C.1. Solicitors: Messrs. Fowler, Legg & Co., 13, Bedford-row, W.C.1.
ENDOWMENT POLICIES OF ASSURANCE.
£300.—Prudential Assurance Co., maturing 1942, premium £16 16s. 5d. Bonuses £57 10s.
£200.—Scottish Insurance Corporation, maturing 1942, premium £6 17s. 6d. Bonuses £40 4s.
£500.—Law Union & Rock Insurance Co., maturing 1937, premium £27 17s. 6d. Bonuses £118 17s.
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beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

By Order of Executors of S. W. Price, deceased.
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will SELL by AUCTION at the Mart, 155, Queen Victoria-street, E.C.4, on Tuesday, 15th March, the valuable
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FOR SALE by Private Treaty or Auction 22nd March. Solicitors: Messrs. Tyrrell Lewis and Co., 9, King's Bench-walk, Temple, E.C.4, Auctioneers.
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Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4 ('Phone: Holborn 1853)
Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W.
Saturday, 13th February, 1932.